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The Solicitors' Journal and Reporter.

LONDON, MAY 19, 1888.

CURRENT TOPICS.

DURING THE PRESENT SITTINGS the heavy case of *Edison & Swan Electric Light Co. v. Holland* has blocked the way in Mr. Justice KAY's court, having taken up eighteen days, and being expected to occupy a week in Trinity Sittings. Mr. Justice KAY has, in consequence of this block, only disposed of one witness action during the Easter Sittings.

WE PRINT elsewhere two notices which have been issued by the Inland Revenue authorities with reference to the Customs and Inland Revenue Act, 1888. The first of them directs attention to the changes in the stamp duties effected by the Act, and the mode in which the new duties are to be denoted. The second notice refers to the new provisions as to stamping deeds which have been repeatedly discussed in these columns.

THE MOTION for the appointment of a new judge of the Chancery Division has now been thrown over the Whitsun Vacation, and in the press of business which is likely to occur on the reassembling of Parliament, it is impossible to say when the matter can be brought on. We intimated a few weeks ago that "it is understood that, in case of the appointment of a new judge, an additional staff of chief clerks will be constituted." That intimation, the correctness of which we hear has been disputed, was not made without good grounds, but we may venture to suggest that it is altogether premature to prefer any application based on the expectation of the appointment of a new staff. A good many things may happen in the interval.

WE UNDERSTAND that the Incorporated Law Society have presented a petition to the House of Lords in favour of the Land Charges Registration and Searches Bill, pointing out that the case of *Re Pope* (34 W. R. 693, 17 Q. B. D. 743) shews that the state of the law relating to judgments, executions, and unregistered charges is most unsatisfactory, and exposes purchasers of land to dangers to which it is not right that they should be subjected, and stating that the intention of the Bill is to protect purchasers, especially of small properties, where exhaustive searches are precluded by the attendant expense, and to promote the more easy and inexpensive transfer of land; and to provide that all secret charges which could defeat a purchaser for value should be registered in the Central Office of the High Court of Justice, with facilities for the making of searches and provision for official searches, as in section 2 of the Conveyancing Act, 1882, and the rules thereunder. We believe that the council of the society have also sent a statement in support of the Bill to each member of the House of Lords.

THE COURT of Appeal No. 1, though it has sat continuously during the Easter Sittings, has not been able to dispose of many of the final appeals in its list. Apart from admiralty and bankruptcy appeals, it has only heard thirteen final appeals from the Queen's

Bench Division out of a total of seventy-four in the list for hearing at the beginning of these sittings, the last of the cases disposed of having been set down on November 29. Nor is the interlocutory list in a very good state, as the court has not yet (at the time this is written) disposed of the interlocutory appeals which were set down for hearing at the commencement of the sittings. Some of these cases occupied a considerable time, and one of the admiralty appeals lasted three days, so this slow progress with the list may be looked upon as exceptional, and the arrears will probably be overtaken at the next sittings. The appeal in the case of *Yarmouth v. France* (19 Q. B. D. 647), on which we recently commented (*ante*, p. 417), still appears in the list of interlocutory appeals. The appeal is from the judgment of Lord ESHER, M.R., LINDLEY and LOPES, L.JJ., sitting as a divisional court in August last, and we presume that the delay arises from the difficulty of forming a court to hear the appeal. It is intended to take the case to the House of Lords.

A POINT that, doubtless, often arises in regard to auctioneer's commission has been usefully and satisfactorily settled by the Court of Appeal in *Peacock v. Freeman*. The question was whether the defendants, who had been instructed to sell property, were entitled to their commission as agreed upon, or only to the thirty guineas and out of pocket expenses which they were to have if no sale took place. At the auction the property was knocked down to a purchaser for £16,500, and at the agreed rate the commission on this was over £200. Difficulties arose, however, upon the title, and in particular, a part of the property being leasehold, the vendors, who were mortgagees, were called upon to obtain the consent of the lessor to the assignment. This they were either unable or unwilling to do, and, accordingly, under one of the conditions of sale, they rescinded the contract, and returned the purchaser his deposit. Hereupon the auctioneers claimed to be entitled to their full commission, the vendors, on the contrary, maintaining that they must be content with the thirty guineas payable in the event of no sale. The previous case of *Prickett v. Badger* (5 W. R. 117, 1 C. B. N. S. 296) had decided that when an agent to sell has found a purchaser and then has his authority revoked, he is entitled to sue for reasonable remuneration, one of the judges apparently putting this at the entire commission agreed upon. And in *Fisher v. Drewett* (27 W. R. 12) the tendency in favour of the agent was carried still further, and he was held entitled to his full commission, although the sale went off through the vendor failing to make a title. But the present case is distinguishable from both of these by the fact that the remuneration in the event of no sale had been agreed upon beforehand, and the only question that arose therefore was whether there had been a sale, or whether it had been improperly prevented by the vendors. Partly on the terms of the particular contract, but also upon general grounds, the court held that there was no sale unless the matter was completed by conveyance. Moreover, the vendors acted quite within their rights in rescinding under the conditions of sale, and as it was under these conditions that the auctioneers sold, there was no default on the vendors' part which could raise an implied promise to pay the auctioneers the full commission. As the expenses of an abortive auction are always so heavy, it is fortunate that the court did not find it necessary to turn these into the full commission merely because there was a transient chance of an actual sale.

A CORRESPONDENT draws attention to a refinement in stamp law which, so far as we can remember, has not previously come under our notice. As we all know, section 96, sub-section (1), of the Stamp Act, 1870, provides that "an agreement for a lease, or with respect to the letting of any lands," for not exceeding thirty-five years is to be charged with the same duty as if it were an actual lease for the term and consideration mentioned in the agreement; and sub-section (2) provides that a lease "made subsequently to, and in conformity with, such an agreement duly stamped, is to be charged with the duty of sixpence only." In our correspondent's case there was an agreement for a three years' tenancy, with an option to the tenant to take a lease for a further term of years. In pursuance of this option, the tenant took a lease for a term which, we presume, commenced upon the expiration of the three years' tenancy. On this lease being presented to be stamped with the

sixpenny duty, the authorities claimed full lease duty in respect of it. The agreement, they held, was stamped with lease duty as "an agreement with respect to the letting" for the three years, which had expired, but no lease duty had been paid in respect of the option or agreement for a further lease. This contention appears to rest on section 8 (1) of the Stamp Act, 1870, and, we imagine, would be put somewhat as follows:—An agreement for a three years' tenancy, containing an option to take a lease, is an instrument relating to "distinct matters," and is to be separately and distinctly charged, as if it were a separate instrument, with duty in respect of each of such matters. One of such matters is a three years' tenancy, in respect of which it is probably an actual demise, not an agreement for a lease. Full lease duty is payable on this. The mere option to take a lease is not an "agreement" within section 96, and until it is accepted in writing it is a mere offer, requiring no stamp (see and consider *Worthington v. Warrington*, 5 C. B. 635; *Drant v. Brown*, 3 B. & C. 665). The agreement is therefore, no doubt, "duly stamped" within section 96 (2), but it is not the "agreement" "subsequently to and in conformity with" which the lease is made; the only "agreement" which answers to these words is the written acceptance of the offer (if any), which must be stamped (*Hegarty v. Milne*, 14 C. B. 627). We have had no opportunity of ascertaining the grounds on which the authorities base their contention, but we do not at present see any other explanation, and we are afraid that the contention is likely to be successful. We shall be glad, however, if any of our readers can throw more light on the question.

SINCE WE LAST referred to the County Courts Consolidation Bill, the Standing Committee on Law has concluded its consideration. The amendment of greatest importance has been that on clause 116, relating to costs recoverable in the High Court. This clause has been struck out, and in lieu of it a new clause has been introduced, providing (according to the report in the *Times*) "that in actions under £20 a man shall recover no costs; between £20 and £50 he shall recover county court costs; under £10 in tort no costs; between £10 and £20 he shall recover county court costs; and that in all these cases the judge shall have power as at present to certify" [that there was sufficient reason for bringing the action in the High Court]. This reads like a very rough summary, and we must wait until we see the actual wording of the clause before we can safely discuss its effect. Among other amendments, words were added to clause 14, prohibiting a county court judge from acting as arbitrator or referee for remuneration; and to clause 45, relating to the salaries of registrars, the following words were added:—"In the case of any court where, by reason of the amount of business therein, or of the union of the registrar's office with that of the district registrar of the High Court or the district probate registrar, or any other public office, the Lord Chancellor shall at any time be of opinion that the whole time of the registrar ought to be given to the public service, the Lord Chancellor may, by order to be laid before Parliament, direct that the registrar shall not practise as a solicitor, and thereupon the Treasury shall assign to the registrar such salary in respect of his public offices as they may think fit, having regard to the amount of remuneration received by the registrar during the five years immediately preceding the order, but not exceeding £1,400 a year, and every registrar to whom any such order shall apply shall for all purposes be deemed to be an officer of the Supreme Court within the meaning of the Supreme Court of Judicature (Officers) Act, 1879." A new clause was added after clause 120 (appeals) providing that "In any action or matter in which there is a right of appeal, and the judge has at the request of either party made a note of any question of law raised at such trial or hearing, and of the facts in evidence in relation thereto, and of his decision thereon, and of his decision of the action or matter, he shall at the expense of any person or persons being party or parties in any such action or matter, furnish a copy of the note so taken at the said trial or hearing, or allow a copy to be taken of the same, by or on behalf of such person or persons, and he shall sign such copy, whether a notice of motion in the matter of the said appeal has been served or not, and the copy so signed shall be used and received at the hearing of such appeal." And, lastly, the title of the Bill was very properly altered to the "County Courts Consolidation and Amendment

Bill." We may remark that one of the most real grievances connected with the present county court system—the scale of court fees—is left untouched.

ON FRIDAY in last week a question was raised in the Court of Appeal No. 1, in a case of *Reveley v. Thomas*, as to the construction of section 18 of the Conveyancing Act, 1881. That section provides, by sub-section 1, that "a mortgagor of land, while in possession, shall, as against every incumbrancer, have, by virtue of this Act, power to make from time to time any such lease of the mortgaged land, or any part thereof, as is in this section described and authorized." (7) "Every such lease shall contain a covenant by the lessee for payment of the rent, and a condition of re-entry on the rent not being paid within a time therein specified, not exceeding thirty days." (8) "A counterpart of every such lease shall be executed by the lessee, and delivered to the lessor." (17) "The provisions of this section referring to a lease shall be construed to extend and apply, as far as circumstances admit, to any letting, and to an agreement, whether in writing or not, for leasing or letting." The action was brought by a mortgagee against tenants of the mortgagor to recover possession of the mortgaged property. The property was agricultural land, and the mortgagor had let it (according to the custom of the country) by public auction for the summer months for grazing purposes, the letting being verbal. Part of the rent was paid in advance, and the remainder was made payable on the 24th of September, the tenancies terminating on the 11th of November. It was objected that the tenancies were not binding on the mortgagee, because sub-section 7 of section 18 had not been complied with; there being no condition of re-entry on the rent not being paid within a specified time. It became unnecessary to decide the point, because, upon the evidence, the court came to the conclusion that the mortgagee had so acted as to have estopped himself from objecting to the validity of the tenancies. Lord Justice LINDLEY, however, though not giving any decided opinion upon the point, said that he was not satisfied that sub-section 7 applied to a short letting of this description. There were, obviously, a great many lettings to which it could not apply. It should be observed that Mr. WOLSTENHOLME, in his book on the Act (4th ed., p. 64), says:—"The effect of the words 'so far as circumstances admit,' is that sub-sections 7 and 8 as to covenant, condition of re-entry, and counterpart, do not apply to a parol agreement."

THE GLEBE LANDS BILL, which we discussed very fully last year (31 SOLICITORS' JOURNAL, 297), passed the House of Commons on the 7th inst. and was read a second time in the Upper House on the 11th inst. Our readers may remember that its object is to give to incumbents powers over their glebe land (which expression is to include "any manor, land, or tenement forming the endowment or part of the endowment of a benefice"), to some extent resembling those which a tenant for life now possesses over settled land. The power of sale is to be exercised with the approval of the bishop and patron, and with the sanction of the Land Commissioners, to whom this Bill gives powers and duties in certain respects similar to those possessed by trustees for the purposes of the Settled Land Act. But the commissioners will also have power to overrule the disapproval of bishop or patron, to provide for the recoupment to the benefice of any diminution in purchase-money by reason of dilapidations for which the incumbent is liable, to secure the rights of mortgagees or creditors, and from time to time, with the approval of the Lord Chancellor, to make rules as to procedure and otherwise under the Act. These rules, on which the practical working of the Act will to a great extent depend, will be judicially noticed and will be laid before both Houses of Parliament within three weeks after they are made, or, if Parliament be not sitting, within the first three weeks of the next session. Purchase-money arising under the Act will be laid out in authorized investments, or applied in redemption of land-tax, chief-rent, or quit-rent charged on any part of the glebe remaining unsold, or in the purchase of any land adjacent to the parsonage the possession of which would, in the judgment of the Land Commissioners, be for the benefit of the

benefice. One of the tendencies of modern land legislation is illustrated by clause 8 of the present Bill, which, if it becomes law, will render it incumbent on the commissioners to require, as a condition precedent to a sale, that the land, or some part of it, shall be sold in small parcels or for the purposes of the Allotment Act, 1887, or else to satisfy themselves that such a sale is not practicable without diminishing the price obtainable. Such a proviso seems unnecessary and burdensome, and may prove a check to the successful working of the Act, which, moreover, as we remarked last year, comes *too late*, when land has lost so much of its saleable value.

FORFEITURE OF ESTATES UPON BANKRUPTCY.

It seems to be well settled that an estate may be made liable to forfeiture on alienation or bankruptcy in either of two ways, by limiting it to the donee for life and then adding a proviso that he shall forfeit it in the events named, or else by making the limitation to the donee *until* alienation or bankruptcy. It is also settled that a limitation to the donee in fee subject to a like proviso would confer an absolute fee unfettered by the condition, and it has recently been decided by Kay, J., in *Dugdale v. Dugdale* (36 W. R. 462) that a limitation to the donee in fee *until* alienation or bankruptcy would have the same effect. If this last decision is right a certain consistency is introduced into the law, and it may be said that a protected life interest may be created, either by proviso or conditional limitation, without regard to nice conveyancing distinctions, but that a protected fee cannot be created at all. Inasmuch however as the decision must be received with caution, and seeing that the above statement cannot easily be reconciled with the general law, it seems worth while to examine the cases and the doctrines on which it may be thought to rest.

Our best starting point will be the rule laid down in *Bradley v. Peizoto* (3 Ves. 324), that conditions or restraints, inconsistent with and repugnant to any estate or interest to which they are annexed, are absolutely void. But a power of alienation and liability for the owner's debts are inseparably incident to an estate in fee. It follows, then, that where an estate in fee has been once given, any attempt by a subsequent condition to rob it of the power or the liability is void. In the same way a power of alienation and liability for the owner's debts are equally incident to a life estate, and upon the same principle it would seem to follow, that where a life estate has been once given, any attempt by a subsequent condition to rob it of these would be equally void. A somewhat ambiguous judgment, however, of Lord Eldon's in *Brandon v. Robinson* (18 Ves. 429), followed by an explanation of Turner, V.C., in *Rochford v. Hackman* (9 Hare, 482) has thrown doubt upon this, and has led to what seems to be a settled exception to the above rule. The passage in question from Lord Eldon's judgment is as follows:—

"There is no doubt that property may be given to a man until he shall become bankrupt. It is equally clear, generally speaking, that if property is given to a man for his life, the donor cannot take away the incidents to a life estate; and, as I have observed, a disposition to a man, until he shall become bankrupt, and after his bankruptcy over, is quite different from an attempt to give to him for his life, with a proviso that he shall not sell or alien it. If that condition is so expressed as to amount to a limitation, reducing the interest short of a life estate, neither the man nor his assignees can have it beyond the period limited."

It is evident that Lord Eldon in this passage contemplated the validity, not only of a limitation to the donee till bankruptcy, but also of a limitation to the donee for life followed by a condition expressly cutting down the life estate upon bankruptcy. In other words, he allowed the validity not only of a conditional limitation depending on bankruptcy, but also of a condition for forfeiture on the same event, provided in the latter case the estate were one for life only. Hence in *Rochford v. Hackman* (*supra*) Turner, V.C., says that Lord Eldon's opinion clearly was that a proviso for determining a life interest upon bankruptcy was not void, but would, on the contrary, be perfectly good if only it were so expressed as to amount to a limitation reducing the interest short of a life estate. The further point, also, had been a good deal discussed, whether it was necessary that there should be a gift over upon the forfeiture; but Turner, V.C., further illustrated his view of Lord Eldon's meaning by pointing out that a gift over was merely one way of shewing that the

life interest was to cease, and that there was no necessity for it where this was otherwise clearly apparent. That such gift over is not necessary appears from *Domett v. Bedford* (6 T. R. 684) and more recently from *Joel v. Mills* (3 K. & J. 468); moreover, if Lord Eldon's words are meant to apply to any other limitation than a conditional limitation till bankruptcy—and it is clear that they are—it is difficult to see how they can be made to stop short of any proviso which expressly cuts down the previous life estate, although it be a condition subsequent. Hence there seems ample ground for the doctrine laid down by Mr. Vaizey (Settlements, p. 950), "that the rule that a condition prohibiting alienation is repugnant and void is not applicable to an estate or interest for life, although such an estate or interest is in its quality as alienable as an estate in fee or an absolute interest." This exception to the general rule, he goes on to say, is now firmly established by a long course of practice and a long series of decisions.

Where, however, the original estate is not one for life the rule in *Bradley v. Peizoto* applies, and a subsequent proviso cutting it down on bankruptcy is void, although it may be incorporated by reference in the original limitation, or may be placed in immediate succession to it. Thus in *Re Machu* (30 W. R. 887, 21 Ch. D. 838) a testator devised a freehold estate to the use of his daughter, her heirs and assigns, "subject, nevertheless, to the proviso hereinafter contained for determining her estate and interest in the event therein mentioned," and in *Dugdale v. Dugdale* (*supra*) the testatrix devised to her son, his heirs and assigns, but if he should do anything whereby he would be deprived of the personal beneficial enjoyment of the property, then over. In both these cases, the former before Chitty, J., the latter, as we have said, before Kay, J., the provisos were held void, and the original gift of an estate in fee took effect.

It is necessary, however, to notice the very important distinction which now arises between a conditional limitation—a limitation, that is, to A. in fee till bankruptcy—and an estate subject to a condition—a gift, that is, to A. in fee, but subject to a proviso for forfeiture upon alienation or bankruptcy. In *Re Machu* Chitty, J., adverted to this, and held that the devise there was of the latter kind, and, according to the general rule of law, the proviso for forfeiture was void. But he expressly reserved his opinion upon the effect of a limitation to A. and his heirs until alienation or bankruptcy, or, as he stated more generally, upon the question "whether an estate in fee simple can be subject to a conditional limitation or not." Upon this reservation of opinion Mr. Challis comments in his very able chapter on determinable fees, the name which he gives to the conditional limitations now in question. He there points out (Real Property, p. 207) that Chitty, J., did not distinguish the general question of the validity of determinable fees from the particular question of the validity of a fee determinable upon bankruptcy. As to the former, however, there can really be no doubt, inasmuch as the validity is assumed in all strict settlements of real estate—settlements, that is where there is a limitation to the use of the settlor and his heirs until marriage. But the real question, of course, is whether a fee can be created to determine upon bankruptcy; and although it was not necessary for the case before him, this was dealt with by Kay, J., in *Dugdale v. Dugdale*. With deference, however, to the arguments he there employed, it seems to us that he did not really touch upon the distinction between a fee upon condition and a determinable fee. The matter stands thus. A fee cannot be determined by a condition of forfeiture or bankruptcy, because such a condition is repugnant to one of its incidents. On the same principle a life estate ought not to be determined by a similar condition, because the condition is equally repugnant. But in this case an exception is allowed, and a life estate may be cut down by a subsequent proviso or condition. On the other hand, there has never been any doubt that an estate may be limited to a man till bankruptcy, because upon bankruptcy happening it ceases by force of the limitation and not by a condition conflicting with its nature. It seems, then, equally to follow that a limitation to a man in fee till bankruptcy ought to be good. If it is objected that this is a fraud upon the bankruptcy laws, the reply is clear that the fraud is allowed in the case of a life estate, and there is no distinction in principle between this and a fee.

If, however, it should be finally held that a fee cannot be limited to determine on bankruptcy, then, as we have already said,

the law becomes more intelligible, the general principle being that a life estate may be created either by conditional limitation (until bankruptcy), or by proviso, but that it is impossible in either way to create a fee similarly determinable. As a matter of practice it is, of course, best to create a protected life estate by the former of these two methods—that is, by a limitation to the donee until bankruptcy.

COUNTY COURTS.

We understand that the Council of the Incorporated Law Society are in communication with the Lord Chancellor and the Attorney-General for the purpose of having certain improvements made in the procedure and practice in the county courts. We believe that some of the principal suggestions made are the following:—

It would be to the public advantage if judges of the Supreme Court were occasionally, in fitting cases, selected from the roll of county court judges. It is also desirable that in important circuits and populous districts the salaries of the judges should be increased.

All proceedings should be commenced in the manner in which similar proceedings are commenced in the High Court. Similar forms should be used; the originating documents should be kept by the suitor, and duplicates be respectively filed in court and served on the defendant; and all necessary notices to the parties should be printed on such document, no additional document being required on entry of the plaint.

Applications under ord. 5, r. 9 (Form 15), for leave to sue out of the district should, if signed in the presence of and attested by the solicitor for the party, or a registrar or his clerk, be sufficient without further evidence, provided the facts as stated legally justify leave being granted. Any person wilfully making a false statement in any application should be deemed guilty of a contempt of court, and punished by fine or imprisonment.

In all cases in which a default summons has been issued, for a sum not less than £10 (*i.e.*, in any action for a debt or liquidated money demand), the plaintiff should be at liberty, four days after the service of the originating document, to take out a summons, returnable before the registrar in chambers, calling on the defendant to state on affidavit whether he disputes the debt, or any and what part of it, and (shortly) on what grounds. The defendant should be informed, by the summons, that if he has a defence to the action he must make an affidavit in answer. The registrar should have the like powers of dealing with the action as are conferred upon a master under order 14. Where leave is given to defend, the costs of the summons should be made costs in the cause. [As the law at present stands a defendant often gives notice of defence for the purpose of obtaining time and without any real intention to raise a substantial defence.]

The scale of court fees requires revision. For cases under £10 the present fees are (except as hereinafter mentioned) reasonable. In cases of £10 and upwards the fee should be, for plaint, 10s.; hearing, 20s.; admission, 10s. The fee on issuing execution or commitment should be, under £5, 1s in the pound; £5 and under £10, 5s.; £10 and upwards, 10s., with a poundage of 6d. on the amount realized. [If the fees are revised those allowed to solicitors, which are at present most inadequate, should be taken into consideration.]

A written notice of intention to defend should be sufficient to insure a case being put into the defended list.

All courts should, *where practicable*, open not later than ten a.m., and the court should not rise before five p.m., unless the business be earlier finished. The registrar should, on the opening of the court, decide undefended and admitted cases, and, after the disposal thereof, other cases in which, with the judge's consent, the parties agree to accept the registrar's judgment. All cases not tried on the return day for lack of time should, *where practicable*, be tried at a sitting to be held within fourteen days, and monthly and bi-monthly courts should, as far as possible, be held on the same week-day.

Actions should generally be heard in the order of entry, but, *where practicable*, a special hour should be appointed for taking those in which the court has notice that an advocate is employed on either side.

In cases in which advocates are employed, the judge should, on the application of the advocate of either party, take a note of the evidence adduced as well as of questions of law raised at the trial.

Appeals from the county court to the High Court should be allowed on the same grounds and heard in the same manner as appeals from the High Court to the Court of Appeal, both on questions of fact and of law; but in cases under £10 no appeal should lie except by leave of the county court judge or of the appellate court.

The enforcement of county court judgments should be improved by giving suitors the power of employing, at their option,

special bailiffs approved by the court, and by granting the same facilities with regard to receivers, stop orders, and charging orders, as are attached to judgments of the superior courts.

Persons acting as bailiffs should be subject to more stringent control.

In cases of contemporaneous executions from superior court and county court, both sheriff's officer and bailiff should be allowed to take possession; and in the event of delay by the party having priority, the other party should be entitled to sell after the expiration of five days from the original seizure.

The Debtors Act, 1869, should be amended (as regards both superior courts and county courts) by casting on the debtor the *onus* of proof of the insufficiency of his means, and all summonses issued under the Act should contain a notice that, on failure to appear, the debtor would subject himself to punishment for contempt, and the judge should accordingly be empowered to enforce this notice. Substituted service of judgment summonses should in proper cases be allowed.

Facilities should be given for sending causes from the superior court to the county court, and *vice versa*, at any stage upon the application of any party by summons in chambers.

Applications for change of venue under 19 & 20 Vict. c. 108 should be dealt with by the registrar in chambers, subject to appeal to the judge.

In remitted cases, and in cases of £20 and upwards, the judge shall be empowered to issue commissions to take evidence abroad.

Affidavits for use in county courts should be allowed to be sworn before any registrar's clerk, who may be authorized, in writing, by the judge of the court to administer oaths.

In special cases where counsel are not instructed, and the solicitor acts as advocate, the taxing officer should have power to allow special fees for minutes of facts or evidence and for conducting cause.

The registration of county court judgments should be suspended for fourteen days after final ascertainment of the amount due thereon and default in payment thereunder.

County court judgments for sums exceeding £20 (exclusive of costs) ought to carry interest as in the superior courts.

Subject to the foregoing suggestions for improvements in practice and procedure being substantially adopted, the concurrent (but not exclusive) common law jurisdiction of the county court might be usefully extended to £100.

CORRESPONDENCE.

COPYHOLDS.—STAMP DUTY ON ADMISSION UNDER WILL.

[To the Editor of the Solicitors' Journal.]

Sir,—I should be glad if some of your readers who are stewards of manors would state what is their practice as to stamping the copy of court roll on admission by a devisee under a will. By the Wills Act (1 Vict. c. 26), s. 4, a devisee is to be admitted although there may have been no surrender to the use of the will, but the same stamp duty is to be paid as would have been payable upon a surrender to the use of the will. The Stamp Act, 1870, repeals the duty of 2s. 6d. on copyhold admittances which was payable under 13 & 14 Vict. c. 97, and (except in cases of sale, mortgage, or demise) imposes a duty of 10s. upon a surrender or grant only. It is assumed that a surrender to the use of a will would come within the charge [see Griffith's Digest of Stamp Duties (8th ed., p. 59)], and it would seem to follow that a 10s. stamp should be affixed in respect of the presumed surrender under 1 Vict. c. 26.

A STEWARD.

AGREEMENT FOLLOWED BY LEASE.

[To the Editor of the Solicitors' Journal.]

Sir,—Section 96 of the Stamp Act, 1870, provides that a lease made subsequent to and in conformity with an agreement previously stamped as a lease should only be charged with a duty of 6d.; but if the view taken by the authorities of the working of that section be the correct one, it would seem that the whole thing is a delusion, and that ordinary three years' tenancy agreements with an option of a lease do not come within it.

To be plain, on recently presenting a lease and counterpart, granted pursuant to such an option, to be stamped with the 6d. duty, the authorities declined to pass that duty, on the ground that the agreement was chargeable in respect of the three years only, which had expired, not in respect of the option, and that lease duty was payable.

I should be glad to hear your views, and also to know whether the point has, to your knowledge, ever occurred before.

[See observations under head of "Current Topics."—ED. S.J.]

NEW ORDERS, &c.

NOTICE.—CUSTOMS AND INLAND REVENUE ACT, 1888.

THE NEW STAMP DUTIES.

The Board of Inland Revenue direct attention to the following provisions of the Customs and Inland Revenue Act, 1888, which has now received the Royal Assent.

CONTRACT NOTES.

In lieu of the stamp duty of one penny paid on a Contract Note, as now defined by the Customs and Inland Revenue Act, 1878, where such Note advises the sale or purchase of any stock or marketable security of the value of one hundred pounds or upwards, there is to be charged the duty of Sixpence.

The new duty is to be denoted by an adhesive stamp, or adhesive stamps, appropriated to a Contract Note, and such stamp or stamps is, or are, to be cancelled by the person by whom the Note is executed.

Appropriated stamps of the value of 6d., 1s., and 1s. 6d. have been provided, and can be obtained at the principal stamp offices.

The amount of duty upon a Contract Note stamped in conformity with the Act may be added to the charge for brokerage or agency.

The term "Contract Note" means the Note sent by a broker or agent to his principal (except where such principal is acting as broker or agent for a principal), advising him of the sale or purchase of any stock or marketable security, and any person who effects any such sale or purchase as a broker or agent is to forthwith make and execute a Contract Note, and transmit the same to his principal, and in default of so doing is to forfeit the sum of Twenty Pounds.

Where a Note advises the sale or purchase of more than one description of stock or marketable security, the Note is to be deemed to be as many Contract Notes as there are descriptions of stock or security sold or purchased.

It is to be observed that section 69 of the Stamp Act, 1870, imposes a penalty of twenty pounds on every person who makes or executes any Contract Note chargeable with stamp duty, and not duly stamped, and it is further provided that no broker, agent, or other person shall have any legal claim to any charge for brokerage, commission, or agency, with reference to the sale or purchase of any stock or marketable security of the value of five pounds or upwards mentioned or referred to in any Contract Note, unless such Note is duly stamped.

TRANSFERS OF REGISTERED BONDS, DEBENTURES, &c.

There is to be charged upon a transfer, assignment, disposition, or assignation, otherwise than on mortgage, of any mortgage, bond, debenture, or covenant (being a marketable security), or of any security for money by or on behalf of any Foreign or Colonial State, Government, municipal body, corporation, or company (being a marketable security), the following duties; (that is to say):

Where the transfer, assignment, disposition, or assignation is on sale, the same ad valorem duties as are now charged under the Stamp Act, 1870, upon a conveyance or transfer on sale of any property, such duties being at the rate of ten shillings per cent. of the amount or value of the consideration for the sale.

Where the transfer, assignment, disposition, or assignation is of any other kind than on sale or mortgage, ten shillings.

The above duties are in substitution for the duty of sixpence for every one hundred pounds, and also for any fractional part of one hundred pounds, of the amount transferred, assigned, or disposed in any case in which such duty is imposed by the Stamp Act, 1870, and they must be denoted by impressed stamps.

STATEMENTS OF CAPITAL OF LIMITED LIABILITY COMPANIES.

A statement of the amount of nominal capital to be raised by shares of any company to be registered with limited liability is to be delivered to the Registrar of Joint Stock Companies in England, Scotland, or Ireland, and a statement of the amount of any increase of registered capital of any company now registered or to be registered with limited liability is to be delivered to the said registrar, and every such statement is to be charged with an ad valorem stamp duty of two shillings for every one hundred pounds and any fraction of one hundred pounds over any multiple of one hundred pounds of the amount of such capital or increase of capital as the case may be.

MORTGAGES OF STOCK, &c.

The Stamp Duty now payable upon a mortgage of any stock or marketable security under the provisions of the Stamp Act (1870) Amendment Act, 1871, is repealed.

Every instrument under hand only (not being a Promissory Note or Bill of Exchange) given upon the occasion of the deposit of any Share Warrant or Stock Certificate to Bearer, or Foreign or Colonial Share Certificate, or any Security for money transferable by delivery, by way of security for any loan is to be deemed to be an agreement, and is to be charged with the duty of Sixpence accordingly.

Every instrument under hand only (not being a Promissory Note or Bill of Exchange), making redeemable or qualifying a duly stamped transfer, intended as a security, of any registered stock or marketable security, is to be deemed to be an agreement, and is to be charged with the duty of Sixpence accordingly.

A release or discharge of any such instrument is not to be charged with any ad valorem duty.

Any deed operating as a mortgage of any stock or marketable security is to be chargeable, in respect of such operation, with the ad valorem duty at the rate of Two Shillings and Sixpence per cent. chargeable upon a mortgage under "The Stamp Act, 1870."

The duty of Sixpence above referred to may be denoted by an adhesive Postage and Revenue Stamp.

EQUITABLE MORTGAGES.

The ad valorem duty chargeable upon a mortgage under "The Stamp Act, 1870," ceases to be payable upon an equitable mortgage effected by an agreement or memorandum, under hand only, relating to the deposit of any title deeds or instruments constituting or being evidence of the title to any property whatever (other than stock or marketable security), or creating a charge on such property, and in lieu of such duty every such agreement or memorandum is to be charged with the duty of one shilling for every one hundred pounds, and any fractional part of one hundred pounds, of the amount secured by the equitable mortgage.

Where the total amount which may be at any time secured by any equitable mortgage is unascertained or unlimited in the first instance, and the ad valorem stamp duty impressed on the agreement or memorandum in conformity with this section is available under section 107 of "The Stamp Act, 1870," for such an amount only as such duty extends to cover, such agreement or memorandum is, for the purpose of stamp duty, to be deemed to be a new and separate agreement or memorandum bearing date on the day on which any advance or loan is made in excess of the amount covered by the duty impressed thereon.

The duty above referred to must be denoted by an impressed stamp.

FOREIGN OR COLONIAL SHARE CERTIFICATES, BONDS, AND OTHER SECURITIES TO BEARER.

The under-mentioned duties are charged upon,—

(a.) Any foreign or colonial share certificate or any other document whatever, being *prima facie* evidence of the title of any other person as proprietor of, or as having the beneficial interest in, any share or shares, or stock or debenture stock, or funded debt of any foreign or colonial company or corporation where such person is not registered in respect thereof in a register duly kept in the United Kingdom.

(b.) Any security for money of any company or corporation being a marketable security and transferable by delivery, or security for money by or on behalf of any foreign or Colonial State, Government, municipal body, corporation, or company, being a marketable security and transferable by delivery, whatever may be the date thereof, or of the issue thereof, and wherever it may have been made or issued, or the interest may be payable.

On the occasion of the first delivery or transfer by delivery thereof in the United Kingdom on or after the first day of July in the year one thousand eight hundred and eighty-eight, and on the occasion of the first delivery or transfer by delivery thereof in the United Kingdom in any year after the year in which such first delivery or transfer by delivery shall happen—

	£	s.	d.
Where the nominal amount in money of the share or shares or stock or debenture stock or funded debt or where the amount secured does not exceed twenty-five pounds	0	0	3
Where such nominal amount or amount secured exceeds twenty-five pounds and does not exceed fifty pounds	0	0	6
Where such nominal amount or amount secured exceeds fifty pounds, for every fifty pounds and any fractional part of fifty pounds thereof	0	0	6

It is, however, provided that the new duty upon a security as defined under (b) shall not be payable in the case of any security, duly stamped with the duty of one shilling for every ten pounds, and also for any fractional part of ten pounds of the money thereby secured in conformity with the Customs and Inland Revenue Act, 1885. But the new duty is payable upon every other security, transferable by delivery, and in the case of any stamp duty having been heretofore paid upon any such other security, in addition to such stamp duty.

The duties under the above heads are to be denoted by adhesive stamps appropriated by words and figures on the face thereof to such duties and to each year. The stamps of the respective values

of 3d., 6d., 1s., 1s. 6d., 2s., 2s. 6d., 5s., and 10s., will be obtainable at the principal stamp offices on or before the 1st July next, when the duties come into force.

Every person who delivers or transfers, or is concerned as broker or agent in delivering or transferring any instrument chargeable with duty under this section, and not being duly stamped, is to forfeit the sum of twenty pounds.

Where the holder of any foreign or colonial share certificate bearing the stamp for any year in conformity with the Act shall, in the course of such year, cause himself to be registered in the register of the foreign or colonial company or corporation, and shall obtain a new certificate consequent upon such registration, the Board are empowered to stamp such certificate for the same year without payment of duty, subject to such regulations as they may prescribe, and which will be duly announced.

It is to be observed that the Stamp Act, 1870, provides that where an instrument is chargeable with ad valorem duty, in respect of any money in any foreign or colonial currency, such duty is to be calculated on the value of such money in British currency according to the current rate of exchange on the day of the date of the instrument.

By order, W. H. COUSINS, Secretary.

Inland Revenue Office, Somerset House, London, W.C.,
May, 1888.

**NOTICE.—CUSTOMS AND INLAND REVENUE ACT, 1888.
IMPORTANT AMENDMENTS IN THE LAW RELATING TO STAMP
DUTIES.**

The Board of Inland Revenue direct attention to the following provisions of the Customs and Inland Revenue Act, 1888, which has now received the Royal Assent.

It is enacted that in relation to instruments executed after the passing of the Act, which are chargeable with ad valorem stamp duty under the under-mentioned heads—viz.:—

- (a.) Bond, covenant, or instrument of any kind whatsoever;
- (b.) Conveyance or transfer on sale;
- (c.) Lease or tack (including an agreement for a lease or tack for any term not exceeding thirty-five years);
- (d.) Mortgage, bond, debenture, covenant and warrant of attorney to confess and enter up judgment;
- (e.) Equitable mortgage;
- (f.) Settlement;

The following provisions are to have effect:—

- (a.) The instrument, unless it is written upon duly stamped material, is to be duly stamped with the proper ad valorem duty before the expiration of thirty days after it is first executed, or after it has been first received in the United Kingdom in case it is first executed at any place out of the United Kingdom, unless the opinion of the Commissioners of Inland Revenue, with respect to the amount of duty with which the instrument is chargeable, has, before such expiration, been required under the provisions of section eighteen of the Stamp Act, 1870.
- (b.) In case the opinion of the said Commissioners with respect to any such instrument has been required, the instrument is to be stamped in accordance with the assessment of the Commissioners within fourteen days after the date of notice of such assessment.
- (c.) If any such instrument is not duly stamped in conformity with the foregoing provisions, the person in that behalf specified in the First Schedule to the Act is to forfeit the sum of Ten Pounds, and in addition to the penalty payable by law on stamping the instrument there is to be paid an additional penalty equivalent to the stamp duty thereon, unless a reasonable excuse for the delay in stamping, or for the omission to stamp, or the insufficiency of stamp, be afforded to the satisfaction of the said Commissioners, or of the court, judge, arbitrator, or referee before whom it is produced.

The person specified in the First Schedule to the Act as liable to the personal penalty of ten pounds above referred to is, briefly stated, the person in whose favour the instrument operates, or, in the case of a settlement, the settlor.

The personal penalty is to be sued for by information in the High Court, in England in the name of the Attorney-General for England, in Scotland in the name of the Lord Advocate, and in Ireland in the name of the Attorney-General for Ireland, and may be recovered with full costs of suit.

The board are empowered to reward any person who may inform them of any case in which the personal penalty has been incurred, or who may assist in the recovery of such penalty.

In addition to the imposition of the personal penalty above referred to, the following changes take effect as regards the penalties payable on stamping instruments after the execution thereof:—

- (1.) The period within which the Board consent to stamp without penalty instruments executed in the United Kingdom, not subject to any special enactments or regulations, is reduced from two months to thirty days after the first execution.
- (2.) The period within which an instrument first executed out of the United Kingdom may be stamped without penalty is reduced from two months to thirty days after its first receipt in the United Kingdom.
- (3.) The period within which the Board are empowered, if they think fit, to remit or mitigate the penalty or penalties, is reduced from twelve months to three months after first execution.
- (4.) In the case of the instruments chargeable with ad valorem duties under the heads set forth above, and executed after the passing of the Act, the penalty of ten pounds, with interest in certain cases, on payment of which the instrument may be stamped after execution, is increased by a sum equivalent to the unpaid duty.

In connection with these alterations of the law it is important that it should be borne in mind that an agreement for a lease or tack, or with respect to the letting of any lands, tenements, or heritable subjects for any term not exceeding thirty-five years, is chargeable with the same duty as if it were an actual lease or tack made for the term and consideration mentioned in the agreement.

In any case in which application is made to the Board for the mitigation of a penalty payable on stamping an instrument, by, or on behalf of, any person who has incurred a personal penalty by reason of the omission to stamp the instrument as required by law, a separate memorial must be presented shewing cause why proceedings should not be instituted for the recovery of such penalty.

If an instrument be not presented for stamping within three months of the first execution thereof, the penalty or penalties must be paid, as has hitherto been the case in respect to instruments presented for stamping after the expiration of twelve months after first execution.

It is further provided that no assignment of a policy of life assurance is to confer on the assignee therein named, his executors, administrators, or assigns, any right to sue for the moneys assured or secured thereby, or to give a valid discharge for the same, or any part thereof, unless such assignment is duly stamped, and no payment is to be made to any person claiming under any such assignment unless the same is duly stamped. If any payment is made in contravention of this enactment, the Stamp Duty not paid upon the assignment, together with the penalty payable on stamping the same, is to be a debt due to Her Majesty from the Company or person by whom such payment is made, and recoverable as such accordingly.

The Act also provides that every condition of sale framed with the view of precluding objection or requisition upon the ground of absence or insufficiency of stamp upon any instrument, executed after the passing of the Act, and every contract, arrangement, or undertaking for assuming the liability on account of absence or insufficiency of stamp upon any such instrument or indemnifying against such liability, absence, or sufficiency, is to be void.

By order, W. H. COUSINS, Secretary.

Inland Revenue Office, Somerset House, London, W.C.,
May, 1888.

The trustees of the Eldon Law Scholarship announce that an additional scholar will be elected on the 18th of July next. Originally the funds of the Eldon Testimonial were only sufficient to keep up one scholarship, but in consequence of accumulations of income, the trustees find themselves with sufficient funds to provide during the present year an additional scholarship. It does not necessarily follow, however, that such additional scholarship will be offered for competition in future years.

At the Manchester County Court on the 11th inst., reference was made to a dispute which has for some months existed between Mr. C. J. Dibb, the official receiver of the Manchester district, and Mr. J. T. Murray, a member of a well-known firm of accountants in the city, and a trustee of a bankrupt estate. In October last the official receiver informed the trustee that statements had been made against him, and he requested Mr. Murray's immediate resignation as trustee. A Board of Trade inquiry was ordered into the conduct of the trustee, and Mr. Murray, through Sir Charles Russell, made an application to the judge of the Manchester County Court for an inquiry into the conduct of the official receiver. Judge Russell, however, held that he had no power to grant the application, upon which notice of appeal was served upon the official receiver. At the sitting of the court on the 11th inst. the official receiver, through his solicitor, apologized for having made use of the statements, and expressed his regret that he should have caused pain and inconvenience to Mr. Murray. He said that rather than betray others he had placed his resignation in the hands of the Board of Trade, but the Board had not accepted it. Mr. Murray, through his solicitor, accepted this statement, and the judge expressed his gratification at the satisfactory termination of the dispute.

CASES OF THE WEEK.

COURT OF APPEAL.

BROAD v. PERKINS AND ANOTHER—No. 1, 15th May.

MAYOR'S COURT—PROHIBITION—"CAUSE OF ACTION"—LIBEL—PUBLICATION—MAYOR'S COURT PROCEDURE ACT, 1857 (20 & 21 VICT. C. CLVII.), s. 12.

Action in the Mayor's Court, London, for libel contained in a letter written by the defendants, solicitors practising in the City of London, and addressed to Messrs. Collyer, Bristow, & Co., solicitors, of Bedford-row, outside the City. At the trial the plaintiff subpoenaed a witness who produced the letter, which the defendants admitted, in answer to an interrogatory, that they had written, and with the printed heading of the defendants' office in the City. The plaintiff claimed £500 damages, and the jury found a verdict for 40s. The plaintiff's costs were taxed at £94, and the defendants then applied at chambers for a writ of prohibition upon the ground that the whole cause of action did not arise within the City, it being contended that the receipt and opening of the letter in Bedford-row was part of the publication of the libel. The plaintiff now produced an affidavit that the letter was posted in the City, and contended that the posting of the letter in the City was a complete publication of the libel within the decision in *Res v. Burdett* (4 B. & A. 95), and that therefore the cause of action arose wholly within the City. Field, J., granted a prohibition, but the Divisional Court (Mathew and A. L. Smith, JJ.) held that, assuming the Mayor's Court had no jurisdiction, as the want of jurisdiction was not apparent upon the face of the proceedings, the court had a discretion at this late stage of the proceedings to grant or refuse a prohibition, and accordingly refused it. The defendants appealed.

Lord Esher, M.R., said that on account of the great conflict of judicial opinion upon the question whether the issue of a writ of prohibition was a matter of discretion or *ex debito iustitia*, the court would reserve that question for future argument, probably before the full Court of Appeal. Upon the question whether the Mayor's Court had jurisdiction in this case, the claim being over £50, section 12 of the Mayor's Court Procedure Act, 1857, was not applicable, and the whole cause of action must have arisen within the City. The publication relied upon at the trial was the posting of the letter in the City, sealed and addressed to persons outside the City, and the receipt and opening of the letter outside the City. Damages were asked for upon that publication. According to *Cooke v. Gill* (21 W. R. 334, 8 C. P. 107), to bring a case within the cognizance of a court of limited jurisdiction, unless there was some statutory provision to the contrary, every material fact necessary to prove the cause of action must take place within the jurisdiction. Therefore every material fact necessary to prove publication must take place within the City. The receipt of the letter outside the City was part of the publication and was therefore a material fact necessary to be proved in order to support the plaintiff's cause of action. The Mayor's Court therefore exceeded its jurisdiction in trying the case. LINDLEY, L.J., said that if the plaintiff had not claimed over £50 he would not have had to shew that the whole cause of action arose within the City. Part of the publication for which damages were sought occurred outside the City. BOWEN, L.J., concurred. The famous point decided in *Res v. Burdett* did not arise. The court would not decide whether there was a publication of the libel in the City by simply posting the letter there. If that had been the alleged publication relied upon the jury would only have given a farthing damages, as none could be proved. The publication relied upon was the posting the letter in the City and its reception outside the City, and damages were given for that publication. After the judgment in *Cooke v. Gill* it was impossible to say that the cause of action arose wholly within the City, when part of the publication occurred outside.—COUNSEL, Cock, Q.C., and T. Trevor White; Willis, Q.C., and Fillan. SOLICITORS, Cave, Cox, Cave, & Lafone; T. Connolly.

WATERMAN v. AYRES—No. 2, 16th May.

TRADE-MARK—REGISTRATION—"FANCY WORD"—WORD DESCRIPTIVE OF ARTICLE—PATENTS, DESIGNS, AND TRADE-MARKS ACT, 1883, s. 64, sub-section 1 (c.).

This was an appeal from a decision of Kay, J., the question being whether a word which the plaintiff had registered as a trade-mark ought to be removed from the register. Section 64 of the Patents, Designs, and Trade-Marks Act, 1883, provides that, "For the purposes of this Act, a trade-mark must consist of or contain at least one of the following essential particulars," among which were "(c) a distinctive device, mark, brand, heading, label, ticket, or fancy word or words not in common use." The plaintiff had registered the word "Reversi" as a trade-mark in connection with a game played with counters, the principal feature of which was the capturing by a player of his opponent's counters by reversing them or turning them over, the opposite sides of the counters being coloured differently. There was no patent or exclusive right to the game. The defendant brought out a similar game under the name of "Annex," and he afterwards added to the word "Annex" on his boxes of counters the words, "a game of reverses," an alteration which the plaintiff said was made on account of the increasing sales of his, the plaintiff's, game of "Reversi." The plaintiff brought this action to restrain the defendant from infringing or colourably imitating his trade-mark, or passing off his goods as the plaintiff's, and the defendant served notice of motion to remove the plaintiff's trade-mark from the register. Kay, J., decided in favour of the plaintiff on both motions.

THE COURT reversed the decision. COTTON, L.J., was of opinion that it could not be properly said that the word "Reversi" was a "fancy word." He adhered to what he said in *Re Van Duzer's Trade-Mark* (34 Ch. D. 639)—"To be registered it must be a fancy word; and in order to come within

that description it must be a word which obviously cannot have reference to any description or designation of where the article is made, or of what its character is." In that case Lopes, L.J. said (at p. 644):—"I think a word, to be a fancy word, must be obviously meaningless as applied to the article in question." LINDLEY, L.J., said (at p. 642):—"If it is not obviously meaningless, it appears to me it has not the characteristics of a fancy word"; but his lordship (Cotton, L.J.) afterwards (at p. 645), with the assent of LINDLEY, L.J., corrected that definition by substituting "obviously not intended to be descriptive"—that is, of the particular article, to which LINDLEY, L.J., added, "Perhaps non-descriptive would be better." The question was whether the word "Reversi" was of this nature. It appeared that it was a French word which had been applied in France to a particular game of cards, and, in his lordship's opinion, it was not a "fancy word" within the definition which this court gave in *Re Van Duzer*. The word was not an English word, and was not known in England, except as applied to a particular game with counters. Was it obviously intended to describe the nature of the game for which the plaintiff used it? An ordinary Englishman might be supposed not to know French, or to be acquainted with the use of the word in connection with a particular game of cards. But he would naturally think that the word had some connection with the "reversing" or turning over of the counters, which was a principal feature of the game to which the plaintiff applied it. In his lordship's opinion an ordinary Englishman would take the word as intended to describe the turning over or reversing of the counters of the player's opponent, and his lordship thought that the plaintiff intended to use the word as descriptive of the nature of the game. The plaintiff was therefore not entitled to have the word registered as a trade-mark. And his lordship thought that there had been no such imitation of the plaintiff's article as would entitle him to an injunction. FRY, L.J., concurred. He thought that the word "Reversi" was not a "fancy word" within the meaning of section 64. He agreed that the court was bound by the definition given in *Re Van Duzer*. The word was used in obvious reference to the nature and character of the plaintiff's game. Moreover, the plaintiff had, as he said, invented this new game, and applied to it the name "Reversi." He had obtained a large sale for it, and the word had by general user come to describe the particular game. It seemed to his lordship that a word which described a particular thing could never be a fancy word in relation to that thing. The word "spade" could not be a fancy word in reference to a spade. It was unnecessary to consider whether the word was distinctive. As to the other point, his lordship thought that there was sufficient difference between the plaintiff's and the defendant's boxes. There was no evidence that anyone had been deceived. LOPES, L.J., concurred, adding that he adhered to the definition of "fancy word" which he gave in *Re Van Duzer*.—COUNSEL, Rigby, Q.C., and Sebastian; Marten, Q.C., and Gasdar. SOLICITORS, W. H. Dale; Radford & Frankland.

Re THE ALMADA AND TIRITO CO.—No. 2, 10th May.

COMPANY—ISSUE OF SHARES AT A DISCOUNT—REGISTRATION OF CONTRACT—COMPANIES ACT, 1862, ss. 109, 133—COMPANIES ACT, 1867, s. 25.

This was an appeal from a decision of Chitty, J. (*ante*, p. 240), the question being whether the company could legally issue shares at a discount. The articles of association of the company adopted Table A, schedule 1, of the Companies Act, 1862, and also authorized the company to reduce its capital in the manner allowed by the Companies Acts, 1867 and 1877, and also to accept surrender of shares, but contained a provision that no part of the company's assets should be employed in the purchase of the company's own shares. In July, 1887, resolutions were passed for the increase of the capital from 210,000 shares of £1 each to 420,000 shares of £1 each, the additional shares being credited with 18s. per share paid up. The new shares were offered to the shareholders in the proportion of one for each old share held, and an agreement was subsequently registered under section 25 of the Companies Act, 1867, containing in a schedule the names of the applicants for the shares. One of the holders of shares thus issued applied to have the register of the company rectified by striking out his name, on the ground that the issue of shares at a discount was *ultra vires* and void. Chitty, J., following his own previous decision in *Re The Ince Hall Rolling Mills Co.* (23 Ch. D. 543n.), held that the shares were validly issued, and refused the application.

THE COURT (COTTON, FRY, and LOPES, L.J.J.) reversed the decision. They said that there was nothing in section 25 of the Companies Act, 1867, to render such an agreement to issue shares at a discount valid. Every limited company was required to state in its memorandum of association the amount of capital with which it was proposed to be registered, divided into shares of a certain fixed amount. This requirement was not idle or objectless. The amount of the shares was to be the real sum to be paid, either in cash or, subject to the restrictions of section 25 of the Act of 1867, in what the company had contracted to accept as of that cash value. There was no provision exempting shares from being paid up in full. There was no practical distinction between issuing shares at a discount and returning to a member a portion of the capital to which the creditors had a right to look for payment of their debts. The issue of shares at a discount would reduce one of the statutory requirements of the memorandum of association to an empty form.—COUNSEL, Buckley, Q.C., and Gressvener Woods; Phipson Beale, Q.C., and Chadwick Healey. SOLICITORS, Stacpools, Batten, & Stacpools; Wilkins & Fanshawe.

HIGH COURT—CHANCERY DIVISION.

SMITH v. BUCHAN—Kay, J., 12th May.

PRACTICE—SPECIFIC PERFORMANCE—DEFAULT OF PLEADING BY DEFENDANT—

MOTION FOR JUDGMENT—PROOF OF PLAINTIFF'S CASE—INSUFFICIENT DESCRIPTION—EVIDENCE—"CRAVES LEAVE TO REFER"—R. S. C., XXVII., 11.

In an action for specific performance the defendant appeared, but delivered no statement of defence, and the plaintiff now moved for judgment against him in default of pleadings. The statement of claim alleged that "by an agreement in writing dated the 10th of August, 1887, and made between the plaintiff of the one part and the defendant of the other part (to which agreement the plaintiff craves leave to refer) the defendant agreed to purchase from the plaintiff certain hereditaments situate in the parish of St. Peter the Great, otherwise subdeanry in the city of Chichester, and described in the schedule to the said agreement." The action now came on as a short cause, and the plaintiff asked for judgment for specific performance within a limited time or, in default, for rescission of the contract.

KAY, J., said that the plaintiff had not described the property clearly enough in his statement of claim to enable the court to make such an order in default of defence. The judges had considered the subject and agreed that no evidence beyond the pleadings could be accepted in cases of this kind. The plaintiff must amend his statement of claim by setting out the contract and describing the property fully, and must serve the amended statement on the defendant.—COUNSEL, *Hewitt*. SOLICITORS, *Robinson, Preston, & Stow*, for *Raper & Freeland*, Chichester.

Re ARTHUR GUINNESS, SON, & CO. (LIM.)—Chitty, J., 11th May.

PATENTS, &C., ACT, 1883, s. 92—APPLICATION FOR LEAVE TO ALTER TRADE-MARK—ESSENTIAL PARTICULARS.

This was a motion on behalf of Arthur Guinness Son, & Co. (Limited), for leave under section 92 of the Patents, &C., Act, 1883, to add, in ordinary type, the word "Limited" to the signature "Arthur Guinness, Son, & Co." which appeared amongst the printed matter on the trade-mark registered by the original firm before its incorporation into a limited company. The Comptroller-General had been duly served, but did not appear, and had written saying that he should raise no objection to the application.

CHITTY, J., said that he was of opinion that the proposed alteration was not an alteration in an "essential particular" within the language of section 92 of the Act. He therefore allowed the application.—COUNSEL, *F. Thompson*. SOLICITORS, *Markby, Stewart, & Co.*

Re ESDAILE (DECEASED)—Chitty, J., 11th May.

PRACTICE—LEAVE TO APPEAL—ORDER TO SET APART CONSOLS—SUBSEQUENT DEPRECIATION—NATIONAL DEBT (CONVERSION) ACT, 1888.

In this case an order had been made in chambers on the 23rd of January last whereby a sum of Consols was purchased and set apart to provide for an annuity of about £106, chargeable for a term of nearly 1,000 years upon the tithes and profits of St. Botolph Without, Aldgate. A motion was now made for leave to appeal against the order, on the ground that by virtue of the subsequent passing of the National Debt (Conversion) Act, 1888, the Consols purchased under the order were no longer sufficient to produce £106 per annum, and the security itself had suffered depreciation.

CHITTY, J., said that he had nothing to do with the justice or injustice of what had occurred subsequently to the order he had made. Anything which might have occurred had been brought about by means of an Act of Parliament. He dismissed the motion, with costs.—COUNSEL, *Ingle Joyce, Maclean, Q.C., and H. B. Howard*. SOLICITORS, *Bloxham & Ellison; Winter & Co.*

Re BARON LIEBIG'S COCOA AND CHOCOLATE WORKS (LIM.)—North, J., 11th May.

PRACTICE—SERVICE OUT OF JURISDICTION—NOTICE OF MOTION FOR PAYMENT OUT OF COURT—R. S. C., 1883, XI., 1.

A question arose in this case as to the power of the court to allow service out of the jurisdiction. In the winding up of this company certain sums had been lodged in court for the purpose of paying a final dividend to some creditors who were named in the lodgment schedule. One of them was a sum of £179, which was stated to be payable to Polinda & Stein. Stein claimed to have the money paid out to himself alone, and application was made on his behalf for leave to serve a notice of motion for payment to him upon Polinda out of the jurisdiction.

NORTH, J., gave leave. He thought the decisions as to the power of the court to allow service out of the jurisdiction were not all easy to reconcile with each other. But he thought *Re Nathan Newman & Co.* (35 Ch. D. 1), 31 SOLICITORS' JOURNAL, 253) was an authority for giving leave in the present case.—COUNSEL, *G. Henderson*. SOLICITORS, *Foss & Ledam*.

Re CROMPTON, THORP v. CROMPTON—Stirling, J., 16th May.

WILL—CONSTRUCTION—PROVISION THAT WIFE MAY "REQUIRE" PAYMENT OF ANY PORTION OF CORPUS—WHETHER WIFE ENTITLED TO CALL FOR TRANSFER OF WHOLE OF CORPUS—DISCRETION OF TRUSTEES.

J. P. Crompton, by his will, dated the 10th of March, 1883, gave all his estate whatsoever to the plaintiffs, whom he also appointed his executors, upon trust to sell and convert and to invest the same, and to pay the income thereof to his wife, E. B. Crompton, for her life. After her death the testator gave the said principal sums so invested to and equally among all his children who should attain twenty-one years, but in case there should be no children who should attain that age he gave the same, after payment of a legacy of £100 to his cousin, T. P. Jefferson, unto and equally among all the children of his brother, T. Crompton, and of his sisters. And the testator directed that, "if my said wife shall require any portion of the

principal during her lifetime the same shall be paid to her for her own use." The testator died on the 20th of August, 1884, without issue. On the 17th of April, 1887, the widow served a notice on the plaintiffs requiring them to forthwith hand over and pay to her for her own absolute use and benefit the estate of the testator. This was an originating summons taken out by the plaintiffs to obtain a decision of the court whether, on the construction of the will, the widow was entitled to call for and enforce a transfer to her by the plaintiffs of the whole or any part of the testator's estate without the plaintiffs being concerned to inquire whether she really needed the principal or not. On behalf of the residuary legatees it was contended that the word "require" as used in the will was equivalent to "stand in need of," and that the plaintiffs were therefore not called upon to act on the notice.

STIRLING, J., said that the meaning of the will was that the widow should enjoy the income of the testator's estate during her life, and that she should also have power to resort to the corpus if she chose. The will, in effect, gave her a power of appointment to herself during her life. She was therefore entitled to have the whole estate transferred to her.—COUNSEL, *Williamson; W. Pearson, Q.C., and H. P. Kemp; Cecil Russell*. SOLICITORS, *Bolton, Robbins, Busk, & Co.; Williamson, Hill, & Co., for H. W. & R. Pearson*, New Malton.

WARNE v. SEEBOHM—Stirling, J., 10th May.

COPYRIGHT—INFRINGEMENT—DRAMATIZING NOVEL—MULTIPLYING COPIES.

The plaintiffs were the proprietors of the copyright in a novel called "Little Lord Fauntleroy." The defendant had dramatized the novel, and had called his play also "Little Lord Fauntleroy." For the purpose of performing his play the defendant had made four copies of the play either in manuscript or by a type-writer. One of these copies had been deposited with the Lord Chamberlain, the others remained in the possession of the defendant or persons employed by him in the representation of the piece. Very considerable passages in the play had been extracted almost verbatim from the novel. The present action was brought to restrain the infringement of the plaintiff's copyright. The defendant claimed to make such further copies of the play as might be necessary to enable him to give representations of it.

STIRLING, J., held that to multiply copies of a play (which if printed and published would be an infringement of copyright) was itself an infringement. The Copyright Act conferred on the authors "the sole and exclusive liberty of printing or otherwise multiplying copies" of the book. That was the only restriction imposed on the public. Subject to that, a book might be dramatized; but it was incorrect to say that there was an absolute right to dramatize a book, and do everything necessary for that purpose. The injunction was, therefore, granted.—COUNSEL, *Hastings, Q.C., and E. J. Studd; Buckley, Q.C., and Lewis Coward*. SOLICITORS, *Kaye & Guedalla; Williams & James*.

WEBB v. JONAS—Kekewich, J., 3rd May.

TRUSTEE AND CESTUI QUE TRUST—LENDING MONEY ON CONTRIBUTORY MORTGAGE—LIABILITY OF TRUSTEES.

The trustees of a post-nuptial settlement joined with the trustees of a will in advancing money on mortgage of a freehold estate, the trustees of the settlement lending £1,500, those of the will £500. The mortgage security depreciated in value. This action was brought by the *cestui que trust* under the settlement against the executors of the trustees, claiming that the trustees must replace the £1,500, as they had committed a breach of trust in lending on the contributory mortgage.

KEKEWICH, J., said no question as to prudence, honesty, or discretion was involved in the case; the sole question was whether the trustees, as agents, had acted up to their authority or gone beyond it. It was no answer to a charge of acting without authority that the act was done in good faith. Under the investment clause here the security ought to have been taken in the names of the trustees, since they had power to invest "in their or his names." It would have been a breach of trust to invest in their names and that of a stranger, and it made no difference that the stranger was in fact other trustees. Trustees were bound to obtain and keep entire control of the mortgaged property on which their trust funds were advanced and of the legal estate therein. In this case the whole estate was conveyed to four persons, in reality three, as one was trustee in both cases. Now in a mortgage one mortgagee cannot sell without the consent of another, and this contributory mortgage therefore would prevent the trustees from dealing with the property at their own discretion, since, if any mortgagees wished to foreclose, all must be made parties: *Luke v. South Kensington Hotel Co.* (11 Ch. D. 121); and it was, therefore, not a proper investment; and the plaintiffs were entitled to a declaration that the investment was a breach of trust, as it put them in a position in which they ceased to have entire control over the trust fund.—COUNSEL, *Barber, Q.C., Warmington, Q.C., Bardncell, and F. H. Colt*. SOLICITORS, *Letts Bros.; Aldridge, Thorn, & Morris, for Eaden & Knowles*, Cambridge, and for *Freeland & Bellingham*, Saffron Walden.

BANKRUPTCY CASES.

Ex parte KENNEDY, Re WILLIS—Cave, J., 9th May.

MORTGAGE DEED—ATTORNEY CLAUSE—BANKRUPTCY PETITION—DISTRESS—ADJUDICATION—APPLICATION BY TRUSTEE FOR REPAYMENT OF PROCEEDS—BILLS OF SALE ACT, 1878, s. 6.

On the 28th of January, 1884, the bankrupt, who was then the lessee of Willis's Rooms, in consideration of a loan of £20,000, mortgaged those

premises to Lady Willoughby d'Eresby by way of sub-demise to secure the repayment of the said loan. By the indenture of mortgage it was agreed that Lady Willoughby d'Eresby, or the persons claiming title under her, might at any time, without any further consent on the part of Willis or any other person, demise, or enter into any agreement to demise, the said premises or any part thereof on any terms she or they might think fit, provided that such power should not be exercised until such time as she or they were by law empowered to sell. The indenture further witnessed that for the same consideration Willis thereby attorned and became tenant from quarter to quarter to Lady Willoughby d'Eresby in respect of the premises at a yearly rent of £2,000 by equal quarterly payments, the first payment to be made on the first day of the month next after any interest thereby secured should have become in arrear, but all money received by Lady Willoughby d'Eresby for rent due under the attornment should be accepted in the first place in or towards satisfaction of the interest then in arrear: provided that the attornment should not make it compulsory on Lady Willoughby d'Eresby to collect the rent payable thereunder, and that she should not be accountable to a second mortgagee or any subsequent incumbrancer for any rent that might have been recovered under such attornment, and provided that Lady Willoughby d'Eresby might at any time after she was by law empowered to sell, without any notice enter upon and take possession of the premises and determine the last mentioned tenancy. On the 24th of September, 1885, a petition for adjudication was presented against Willis, and on the 26th of January, 1886, he was adjudicated bankrupt. In the meantime—viz., on the 7th of November, 1885—Lady Willoughby d'Eresby had distrained under the tenancy created by the attornment, and had realized a sum of £1,715. The trustee in the bankruptcy now applied for an order to repay to him the value of the goods so sold under the distress, the question raised being whether such distress was unlawful by reason of section 6 of the Bills of Sale Act, 1878, which enacts that:—"Every attornment, instrument, or agreement, not being a mining lease, whereby a power of distress is given or agreed to be given by any person to any other person, by way of security for any present, future, or contingent debt or advance, or whereby any rent is reserved or made payable as a mode of providing for the payment of interest on such debt or advance or otherwise for the purpose of such security only, shall be deemed to be a bill of sale within the meaning of this Act of any personal chattels which may be seized or taken under such power of distress: Provided that nothing in this section shall extend to any mortgage of any estate or interest in any land, tenement, or hereditament which, the mortgagee being in possession, shall have demised to the mortgagor as his tenant at a fair and reasonable rent." It was admitted that if the case fell within the section and not within the proviso, the distress became, by virtue of the Bills of Sale Acts, 1878 and 1882, unlawful, and the trustee was entitled to the money realized.

Cave, J., allowed the application of the trustee. His lordship said that the first contention on behalf of the respondent was that the case did not come within the section at all, and in support of that proposition the case of *Hall v. Comfort* (18 Q. B. D. 11) was strongly relied upon. The actual decision in that case had no bearing on the present one, but it was contended that the reasoning by which it was arrived at was conclusive in favour of the respondent here. In order to test that it was necessary to see what points were actually argued and decided in that case. For the defendants it was contended that, as the attornment clause purported to create a tenancy to which a power of distress was incident, and so gave power to seize personal chattels, it was, in fact, a bill of sale, and so came within section 3 of the Act of 1878. It was also contended that it amounted to a licence to take possession of personal chattels as security for a debt, and so came within section 4. According to the report it was also contended that it came within section 6, but it was difficult to understand how that could be, for no personal chattels had been seized or taken under the distress, and there was nothing in that section to make the attornment itself void. Lord Coleridge, C.J., held that the attornment clause was not within the Act, that it was not a bill of sale within section 3, nor a licence to take possession of personal chattels as security for a debt within section 4, because it had not the character or incidents of a bill of sale properly so-called, and because, if it were within those sections, every lease would be within the Acts. That reasoning was perfectly good, but it applied obviously to sections 3 and 4 only, for, in the first place, in section 6 it was expressly provided that an attornment, &c., should be deemed to be a bill of sale, which implied that, but for the section, it would not have been one at all, and made it one for the purposes of that section only; and, secondly, there was nothing in section 6 to bring an ordinary lease within the section, and indeed there was an express exception of a mining lease, which, as an anomalous document amounting not to a demise but to a sale of the minerals, might otherwise have been thought to have been within the Act. The words of the section, omitting what was immaterial for the present purpose, were "every attornment whereby a power of distress is given by way of security for any present advance, and whereby any rent is reserved as a mode of providing for the payment of interest on such advance, shall be deemed to be a bill of sale," and why did not those words exactly describe such an attornment clause as that in the present deed? The consequences which would follow from holding that such an attornment clause was not within section 6 were serious. A money-lender's security was often taken upon goods or premises occupied by the borrower. In such case the money-lender need only resort to the device of a sub-demise and an attornment clause, and his power to seize, so far as the rent reserved went, provided it was a fair rent, would be free from all the restrictions of the Bills of Sale Acts. But it was said that, if that construction was adopted an attornment clause, so far as it conferred a power of distress, would no longer be of any value. That was so, but in his lordship's opinion that was exactly what the Legislature in-

tended when section 6 was enacted. Moreover, it did not appear that in *Hall v. Comfort* the attention of the court was drawn to *Ex parte Jackson* (14 Ch. D. 725, 733), in which Baggallay, L.J., expressed a clear opinion that such an attornment clause as was used in the present case would come within section 6 of the Act of 1878. The other contention raised was that if the case came within section 6 it also came within the proviso at the end, and in support of that contention the cases of *Re Stockton* (10 Ch. D. 335) and *Re Kitchen* (16 Ch. D. 226) were cited. It was contended that the first of these cases established that a mortgagee with an attornment clause was a mortgagee in possession within the meaning of the proviso, and that the second mortgagee would be within the section and outside the proviso. But it would seem that a second mortgagee with an attornment clause must occupy, as regarded a third incumbrancer, the position which the first occupied with regard to the second, and that, if the first must, for all the purposes of taking the account of what was due on his mortgage, be treated, as between himself and the second mortgagee, as being a mortgagee in possession, so must the second mortgagee be treated as regarded a third, and so also must the third, if he had an attornment clause, as against the fourth, if there was one. In that case every mortgagee with an attornment clause would come within the proviso, and nothing would be left for the section to operate on. The words in the proviso were, "Which the mortgagee being in possession shall have demised," and those words could only apply to a case where the mortgagee had taken actual possession under his mortgage deed and had subsequently demised to the mortgagor, and not to a case where there had been no actual taking of possession and the demise had been created by the mortgage deed itself. If the other construction were correct, the creditors might see all the chattels on the mortgagor's premises swept away by the mortgagee, although nothing had taken place which could lead them to suspect that he had given anyone the power of seizing them to the exclusion of the other creditors.—COUNSEL, *E. Cooper Willis, Q.C., and Houghton; French, Q.C., and Lane.* SOLICITORS, *Blewitt & Tyler; Travers, Smith, & Braithwaite.*

CASES AFFECTING SOLICITORS.

Re JOHN STEER REVELL (An Unqualified Person)—Q. B. Div., 10th May.

Hollans: This is an application on behalf of the Incorporated Law Society on a notice of motion to an unqualified person to the effect that the court would be moved for a writ of attachment on the ground that he has committed a contempt of court under the Solicitors Act for having acted as a solicitor within the meaning of section 2 of the Solicitors Act, 1843, and has thereby rendered himself liable to a penalty. The first enactment to which your lordships must refer is section 6 of the Solicitors Act, 1860 (23 & 24 Vict. c. 127), which enacts that every person who acts as an attorney or solicitor contrary to the enactment in section 2 of the Act 6 & 7 Vict. c. 73 (the Solicitors Act, 1843) shall be deemed guilty of a contempt of the court in which the action, suit, cause, matter, or proceeding in relation to which he so acts is brought, had, or taken, and may be punished accordingly. Now section 2 of the Act of 1843 enacts that "From and after the passing of this Act no person shall act as an attorney or solicitor, or as such attorney or solicitor sue out any writ or process or commence, carry on, solicit, or defend any action, suit, or other proceeding in the name of any other person or in his own name," and there it mentions nearly every possible court that there can be.

FIELD, J.: What has this person done?

Hollans: The facts are contained in an affidavit by Arthur Ernest Hopkins, a solicitor, of Ilkeston, in which he says that he was present at the meeting for the granting of a licence to Henry Sawyer, and that on that occasion Revell stood up and said, "I appear to plead on behalf of Sawyer for a licence to sell beer off the premises," and proceeded to explain to the justices the facts of the case and the grounds on which the application was based, and that he examined Sawyer as a witness in support of it. Then there is a short affidavit by the deputy-clerk to the justices in corroboration of what took place.

FIELD, J.: What have you to say? Have you any affidavit in answer to this matter?

Revell: No, I am here to answer in person respecting it.

FIELD, J.: We do not take evidence in that way. If you have any affidavit we will listen to it, or if you wish to make any affidavit we will give you time to do it.

Revell: I will do so with your lordships' permission.

FIELD, J.: Then make your affidavit this afternoon, and come here the first thing to-morrow morning and we will hear the case.

Hollans: I do not know whether your lordship would think it right to ask in what respect the allegations in my affidavits are intended to be contradicted. I do not know whether Mr. Revell contradicts substantially the statements in the affidavits.

FIELD, J.: I think we must limit him to any question of that sort.

Revell: What I have to say is that the allegation is substantially correct, but the details are wrong. With regard to the statement that I examined Sawyer as a witness, I simply asked him if the notices were served, that is all the examination I made.

FIELD, J.: Then the gentleman making the affidavit says you are an accountant at Nottingham.

Hollans: And he receives 25s. as a fee.

FIELD, J.: Then the question is whether you do or do not come within the section of the Act of Parliament, whether you were or not acting on that occasion as an attorney or solicitor before the justices. We will hear what you have to say why it is not so. It is alleged that you represented yourself as an attorney or solicitor for Sawyer, and made the application and supported it.

Revell: I had no idea there was any litigation in respect of the matter. I thought it was competent for any Englishman to ask a question. This man Sawyer, on whose behalf I applied, was a collier, and he had mentioned it to a friend of mine.

FIELD, J.: You are mistaken in the law. The law is quite clear, and very properly so, that unqualified persons are not to represent themselves as attorneys or solicitors in a court of justice.

Revell: But I never represented myself as a solicitor.

FIELD, J.: That is the question. If you are a man who gets up and says, "I appear on behalf of A B.," and ask the justices to grant him a licence, are you not representing yourself to be and acting as a solicitor? That is the mischief against which the Act intends to guard.

Revell: I was not aware I was doing anything wrong, and I made no charge, but Sawyer asked me what my charge would be, and I said I should be quite satisfied if he paid me my expenses, and he gave me 25s.

FIELD, J.: It is clearly contrary to law, and you have rendered yourself liable to an attachment for contempt of court. Although you do not contest the facts of this case, I think you must make some affidavit which shall appeal to us whether we can pass over absolute punishment. This is a very notorious evil, and I think before we can pass it over we must have some affidavit from you to satisfy us that this was done in innocence and ignorance. You seem to be a very intelligent man, knowing very well what you are about, and I am at a loss to understand at present how you were justified in acting as a solicitor.

Revell: I had not the slightest thought that there would be any opposition to the application. The man, who was a friend of mine, simply stated what he was about to do, and he said the steward of the estate was quite agreeable that he should have this licence, and he asked me as a friend about it, and I said, "Very well, it is a very easy matter to ask the magistrates the question, and you can do it yourself."

FIELD, J.: We tell you, sir, you are not entitled to do that. The law is perfectly plain, and you are liable to be imprisoned.

Hollams: Your lordships will, perhaps, allow me to point out that my allegations suggest that Revell has been in the habit of making similar applications. Of course, he ought to meet that if he can.

Revell: That allegation is wrong. I have never made an application prior to this.

FIELD, J.: To-morrow, at half-past ten, we will hear what you have got to say, but you must furnish the court with an affidavit, shewing how it was you did this, and we will consider the degree of punishment we ought to inflict. We cannot pass over these things, and we will ascertain what we ought to do.

May 11.—FIELD, J.: (to Mr. Hollams) Have you seen the affidavit?

Hollams: I have had a copy of it, and wish to point out that, although in terms it does not admit all the allegations of the affidavits filed on behalf of the Law Society, it does, in substance, admit that an offence within the section of the Act on which I relied on has been committed. I want, further, to point out this, that Revell, in his affidavit, seems to place some reliance on the suggestion that he did not represent himself to be a solicitor, and that the man on whose behalf he acted knew that he was not a solicitor, and I wish to point out that that is not the section of the Act on which these proceedings are taken, but it is equally an offence against the Solicitors Acts that an unqualified person should act as a solicitor, that is to say do the work of a solicitor, whether people think he is a solicitor or whether they know perfectly well that he is not. The affidavit concludes with an expression of regret and apology on the part of Revell—a statement by him that in what he did he acted in absolute ignorance. It being the object of the Law Society not so much to punish a particular individual as to make it as public as possible that they are determined, as far as they can, to put a stop to this practice, which does prevail to a very considerable extent in the country, and complaints are constantly coming from the county courts—having regard to that, I leave the matter entirely in your lordships' hands for you to deal with.

FIELD, J.—This is an application on behalf of the Incorporated Law Society calling upon Revell to shew cause why a writ of attachment should not issue against him for contempt of court, consisting in this, that he has acted for reward—he says for his expenses—but for reward as the solicitor for an applicant for a licence before the justices of petty sessions, which by the Solicitors Acts is purposely and deliberately made, not only a reprehensible act, but a contempt of court; because it is of the greatest possible importance to the administration of justice that those who represent others should be persons of known respectability and standing. Every person, whoever he may be, has a right to appear in person and to make any application that the law entitles him to make. As soon as the question arises that he is putting some one forward to act for him, then the legislation is exceedingly strict on the point, and it insists that no person shall do that unless he occupies a position to which he can only be admitted upon testimonials and proofs of good conduct and the possession of requisite knowledge for that purpose. It is of the greatest possible importance, not only in these courts, but particularly in courts of petty sessions and county courts, and other tribunals of that kind, that those who represent clients there should be persons upon whose honour and competency those who have to give a decision can safely rely. Now there is no imputation against Mr. Revell of being otherwise than an honourable and respectable man, but it is quite clear—and he has made an affidavit in which, although he does not concur in the statements of fact, he states very clearly—that he did, in fact, commit the offence with which he is charged. He says he did not know it was contrary to law. He expresses his regret for having in ignorance done what he has done, apologizes to the court for it, and gives his positive undertaking that he will never again repeat it. Under these circumstances, Mr. Hollams, on behalf of the Incorporated Law Society, leaves the matter in our hands.

Now we think we must mark the fact by ordering a writ of attachment to issue, but we shall not put it into execution provided Mr. Revell pays the costs of this application, and we give him a month for this purpose. Therefore, let the order lie in the office until further order. He has put the Law Society, in their very proper application, to the expense of coming here to stop this kind of thing, and we must mark our sense of the matter by saying that he must bear those costs.

WILLS, J.—I have only one word to add, but I wish to point out that, in addition to the urgent reasons which my brother has mentioned why it is undesirable that unqualified persons should be permitted to act for others in courts of justice, there is this strong additional reason—that solicitors are officers of the court, and the court has its own control and its own method of enforcing discipline upon them. An unqualified person is subject to no such supervision, and for that reason, as well as for other good reasons which have been stated by my learned brother, it is of the utmost importance that it should be thoroughly understood that unqualified persons cannot practise and cannot appear in courts of law.

LAW SOCIETIES.

INCORPORATED LAW SOCIETY.

ATTENDANCE OF MEMBERS OF THE COUNCIL FROM 15TH APRIL, 1887, TO 13TH APRIL, 1888.

	Coun- cil.	Com- mittee.		Coun- cil.	Com- mittee.
Mr. J. Addison	27	28	Sir R. Nicholson	4	—
" E. J. Bristow	27	20	" Thos. Paine	32	28
" B. P. Brocmhead,			" H. W. Parker	31	80
Sheffield	10	—	Mr. H. L. Pemberton	28	1
" J. W. Budd	10	13	" R. Pennington	34	166
" J. M. Clabon	15	—	" H. Roscoe	35	70
" Jno. Cooper, Man-			" C. T. Saunders, Bir-		
chester	6	—	mingham	11	5
" R. Cunliffe	20	1	" W. M. Walters	10	9
" R. R. Dees, New-			" T. Waterhouse	29	56
castle-on-Tyne	4	2	" W. Williams	32	26
" J. Dodds	13	—	" R. R. M. Daw,		
" C. J. Follett	8	—	Exeter	3	1
" B. J. L. Frere	30	4	" R. Ellett, Cirence-		
" E. Freshfield, LL.D.	1	—	ster	23	11
" L. Fry, M.P., Bris-			" F. Hampson, Man-		
tel	—	—	chester	2	—
" Wm. Godden	33	40	" J. G. James, Here-		
" G. B. Gregory	27	36	ford	—	—
" Jno. Hollams	16	1	" J. H. Kenion, Liver-		
" J. W. Howlett,			pool	—	1
Brighton	17	4	" C. E. Mathews, Bir-		
" John Hunter	23	45	mingham	3	1
" H. B. L. Hussey	20	4	" Wm. Feed, Cam-		
" F. H. Janson	20	3	bridge	13	2
" W. A. Jevons, Liver-			" S. Sanderson, New-		
pool	3	3	castle-on-Tyne	—	—
" G. Keen	32	22	" T. H. Stevens, Car-		
" B. G. Lake	29	88	diff.	—	—
" N. T. Lawrence	20	13	" H. D. Wildes, Kent	—	—
" H. Manisty	15	18	" T. Bellringer, Liver-		
" C. B. Margetts,			pool	1	—
Huntingdon	14	8	" N. G. Clayton, New-		
" H. Markby	35	99	castle-on-Tyne	2	—
" Thomas Marshall,			" F. Corbett, Worces-		
Leeds	—	—	ter	2	—
" R. Mills	35	67	" H. O. B. O'Donoghue,		
" F. P. Morrell, Ox-			Bristol	1	—
ford	10	4	" Wm. Walker, York	2	—
			" P. Watson, Bury	2	—

* Resigned January, 1888.

† Retired in October.

LEGAL NEWS.

OBITUARY.

Mr. WILLIAM NAPIER REEVE, solicitor, clerk of the peace for Leicestershire, died at Leicester on the 21st ult., from bronchitis, in his seventy-seventh year. Mr. Reeve was born in 1811. He served his articles in the office of the late Mr. Michael Lane, of Chelmsford. He was admitted a solicitor in 1834, and he practised for a few years in London. About forty-five years ago he removed to Leicester, where he entered the office of the late Mr. William Freer, with whom he was for many years in partnership, and he was subsequently associated with Mr. William Jesse Freer, Mr. George Henry Blunt, and Mr. George Rowlett. Mr. Reeve was for several years deputy clerk of the peace for Leicestershire, and in 1873, on Mr. William Freer's death, he was appointed by the late Duke of Rutland to the clerkship of the peace, which post he held until his death. He was also for many years clerk to the lieutenant and deputy treasurer for Leicestershire, and clerk to the visiting justices of the county lunatic asylum and the county gaol. He had filled the office of under-sheriff of the county, and he was a magistrate for the borough of Leicester. Mr. Reeve leaves a widow and one daughter. He was buried at Bocking, Essex, on the 26th ult.

Mr. WILLIAM VINER ELLIS, solicitor, of Gloucester, died on the 28th ult., at the age of seventy-nine. Mr. Ellis was born in 1809. He was articled to the late Mr. Chadburn, of Gloucester. He was admitted a solicitor about the year 1831, and he practised at Gloucester for more than fifty years. He was for many years the head of the firm of Ellis, Elliott, & Turner, afterwards Ellis, Elliott, & Sheppard. Mr. Ellis was elected Mayor of Gloucester in 1879, and he was re-elected in the following year. He was also one of the city aldermen from 1875 till 1883, and he was one of the City Charities trustees, a trustee of the Gloucester Endowed Grammar Schools, and a member of the Severn Fishery Board. Mr. Ellis was buried at Minsterworth on the 2nd inst.

Mr. LEON LEVI, barrister, Professor of Commercial Law at King's College, London, died at 31, Highbury-grove on the 7th inst. Mr. Levi was an Italian by birth. He was the son of Signor Isaac Levi, of Ancona, where he was born in 1821. He came to England as a young man, and was for several years engaged in mercantile life at Liverpool. He was naturalized in 1847. He was called to the bar at Lincoln's-inn in Trinity Term, 1859, and he was formerly a member of the Northern Circuit. In 1852 he was appointed Professor of Commercial Law at King's College, London, and he held that office until his death. His lectures extended over a wide field of subjects, including international law, statistics, and political economy. He was the author of a "History of British Commerce," a "Treatise on International Law," and other well known works. Mr. Levi was an active member of the Council of the Royal Statistical Society. He was one of the founders of the Liverpool Chamber of Commerce, the first institution of that kind established in England.

APPOINTMENTS.

Mr. ORIEL MAURICE CHAPMAN, barrister, has been appointed an Assistant Commissioner of Enquiry into the Working of Markets and Fairs. Mr. Chapman is the fourth son of Mr. Henry Chapman. He was born in 1852, and he was educated at Balliol College, Oxford. He was called to the bar at the Inner Temple in Easter Term, 1875, and he practises on the South-Eastern Circuit and at the Surrey Sessions. He is on the staff of the *Weekly Reporter*.

Mr. ARTHUR JACOB ASHTON, barrister, has been appointed an Assistant Commissioner of Enquiry into the Working of Markets and Fairs. Mr. Ashton is the eldest son of Mr. Walter Ashton, of Sheffield. He was born in 1855, and he was educated at Balliol College, Oxford, where he graduated first class in Classics in 1878. He was called to the bar at the Inner Temple in November, 1876, and he is a member of the Northern Circuit.

Mr. JOHN BONNETT, solicitor, of Cambridge, has been appointed Clerk to the Magistrates for that borough. Mr. Bonnett is an M.A. of St. John's College, Cambridge. He was admitted a solicitor in 1876. He is clerk to the Harston School Board, and deputy-coroner for Cambridgeshire.

Mr. ARTHUR PERCY JACKSON, solicitor, of 7, Cannon-street, has been appointed a Commissioner to administer Oaths in the Supreme Court of Judicature.

Mr. HENRY ASHTON HIGLEY, solicitor, of Halifax and Ripon, has been appointed a Notary Public.

Mr. JOHN RICHARD HOLMES, solicitor, of Bradford, has been appointed a District Commissioner for the Gold Coast Colony. Mr. Holmes has been for several years clerk to the Drighlington Local Board. He was admitted a solicitor in 1879.

Mr. JOHN CHARLES LLEWELLYN, M.A., of Newport, Monmouthshire, has been appointed a Commissioner to administer Oaths in the Supreme Court.

CHANGES IN PARTNERSHIPS.

DISSOLUTIONS.

ARTHUR WILLIAM WOODS and JOSEPH DEMPSTER, solicitors (Woods & Dempster), Brighton. March 25. [*London Gazette*, May 11.]

A. LLEWELLYN STOCKS and JOHN S. HILTON, solicitors (Stocks & Hilton), Manchester and Ashton-unde-Lyne. October 29. [*London Gazette*, May 15.]

GENERAL.

It is stated that Mr. Justice Charles will be the Whitsun Vacation judge, and that his lordship will be in attendance at Queen's Bench Judge's Chambers on certain days during the vacation to be fixed.

The Royal Assent was given by Commission on Wednesday to the Customs and Inland Revenue Act, and the Local Government (England and Wales) Electors Act.

It is a mortifying reflection, says the *Albany Law Journal*, that our late Chief Justice, after so many years spent in the public service, should have left no property for his family to speak of. He maintained the dignity of his high office in a modest way; nobody could accuse him of extravagance; but the capital is an expensive place, and no man in public life with a family can lay up anything on 10,000 dols. A Bill is before Congress providing 5,000 dols. a year for his widow for her life. Our Court of Appeals judges now get 12,000 dols., and the Supreme Court Justices in the city of New York get 15,000 dols. Even a police justice in that city gets almost as much as a justice of the Supreme Court of the United States!

The following twenty-six gentlemen have been duly proposed as candidates for the Bar Committee at the ensuing election—viz.:—Mr.

Inderwick, Q.C., Sir Horace Davey, Q.C., Mr. Finlay, Q.C., M.P., Mr. Bayford, Q.C., Mr. Pitt-Lewis, Q.C., M.P., Mr. Outler, Q.C., Mr. Renshaw, Q.C., Mr. Buckley, Q.C., Mr. Byrne, Q.C., Mr. Hall, Q.C., and Messrs. H. F. Boyd, J. G. Butcher, F. Evans, G. Farwell, E. S. Ford, C. E. H. Chadwyck Healey, H. Jeffreys, Ingle Joyce, W. W. Knox, E. L. Levett, R. H. Pinhey, W. D. Rawlins, G. Y. Robson, D. Sturges, T. R. Warrington, and E. P. Wolstenholme. Only sixteen candidates can be elected. The electors are the whole of the bar.

At the Manchester County Police Court, on the 20th ult., before Mr. Leresche, William Henry Blackburn, accountant, of Eccles, was charged with falsely pretending to be a solicitor. Mr. W. Cobbett prosecuted on behalf of the Manchester Incorporated Law Society, and Mr. Blair defended. Mr. Cobbett said that the defendant sent to a man named Nuttall a circular stating that he was instructed by a man named Leyland that unless a small sum of money due to Leyland was paid, the defendant would take proceedings in the ordinary way. Mr. Blair quoted a number of cases to shew that the circular did not come within the meaning of the Act under which the proceedings were taken, and Mr. Cobbett said that the ordinary letter paper of the defendant stated that he was an "accountant." Mr. Leresche: If he had carried that description on the circular sent out for this debt he would not have offended against the Solicitors Act. Mr. Cobbett: Just so. A fine of 10s. was imposed, and Mr. Blair applied for a case for a superior court, which was granted. Mr. Cobbett said that the society represented did not ask for special costs, they only desired that the matter should be known.

In moving the second reading of the Coroners Bill on Tuesday the Lord Chancellor said that there appeared to be a general consensus of opinion on the first section of the Bill, which gave the coroner power to hold inquests in respect of fires. He was not sure that such power did not already exist. Such inquests used to be held, but owing to a legal decision that had been given by the courts, they had been discontinued. However, it was felt that a power to hold such inquests ought to exist, and it was consequently conferred by this Bill. The subject of the mode of election of the coroner was a more debatable matter, and though he had read a great number of communications, which all occurred in condemning the present practice as an intolerable nuisance, there was no such unanimity as to the system to be substituted for it. There was a particular objection to that part of the Bill which vested the appointment of coroners in the Lord Chancellor. His mind was quite open upon this matter, and he certainly should not jealously claim the patronage which the Bill gave him. It might be suggested that the new county councils should have the power of appointing coroners; but the objection would at once arise that this could not be provided in the Bill, because no such bodies existed at the present time. Even if they did, it would require consideration whether the election of coroners by those who were themselves an elected body was altogether a desirable mode of meeting the difficulty. All he would say at present, therefore, was that the present system ought to be altered, and that when the Bill reached Committee he should gladly welcome any suggestion which would get rid of the difficulty. The responsibility of appointing coroners was not one which he had desired to attach to the office of Lord Chancellor.

WINDING UP NOTICES.

London Gazette.—FRIDAY, May 11.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

EXPORT AGENCY CO., LIMITED.—North, J., has fixed Tuesday, May 29, at 11, at his chambers, for the appointment of an official liquidator.

MESSINA ADANA CONSTRUCTION CO., LIMITED.—Creditors residing in Great Britain are required, on or before June 11, to send their names and addresses, and the particulars of their debts or claims, to Harrington Evans Broad, 1, Walbrook. Tuesday, June 26 at 12, is appointed for hearing and adjudicating upon the debts and claims.

UNION ELECTRICAL POWER AND LIGHT CO., LIMITED.—By an order made by Chitty, J., dated April 28, it was ordered that the company be wound up. Linklater & Co., Bond st, Walbrook, solors for petners.

UNLIMITED IN CHANCERY.

CARDIFF SAVINGS BANK.—Creditors are required, on or before June 20, to send their names and addresses, and the particulars of their debts or claims, to Arthur Cooper, 14, George st, Mansion House. Monday, July 2 at 12, is appointed for hearing and adjudicating upon the debts and claims.

FRIENDLY SOCIETIES DISSOLVED.

BURTON ON TRENT LIBERAL CLUB, Club House, St. Paul's st East, Burton on Trent, Stafford. May 9.

GLOBE STEAM COAL COLLIERIES FRIEND IN NEED BENEFIT SOCIETY, Gell Colliery Pay Office, Ystrad Rhondda, Pontypridd, Glamorgan. May 7.

London Gazette.—TUESDAY, May 15.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

CHESTERSTON COAL AND IRON CO., LIMITED.—Petition for winding up, presented May 12, directed to be heard before Chitty, J., on Saturday, June 2. Morley & Shireff, Gresham House, Old Broad st, solors for petners.

METROPOLITAN MUSIC HALL CO., LIMITED.—Petn for winding up, presented May 4, directed to be heard before Chitty, J., on Saturday, June 2. Chesterston, 40, Chancery lane, solor for petner.

NEW CHILLS GOLD MINING CO., LIMITED.—Petn for winding up, presented May 12, directed to be heard before Stirling, J., on Saturday, June 2. Kearsey & Co., Old Jewry, solors for petner.

UNLIMITED IN CHANCERY.

LISKEARD AND CARADON RAILWAY CO.—Petn, presented May 3, praying the confirmation of a scheme of arrangement between the company and their creditors, directed to be heard before Stirling, J., on June 9. Childs & Son, Liskeard, and Burchell & Co., Westminster, solors for company.

FRIENDLY SOCIETIES DISSOLVED.

BOOT AND SHIPPER MUTUAL INVESTMENT AND LOAN SOCIETY, Boot and Shipper Inn, Rolfe st, Smethwick, Stafford. May 10.

CREDITORS' NOTICES.
UNDER 22 & 23 VICT. CAP. 35.
LAST DAY OF CLAIM.

London Gazette.—TUESDAY, May 1.

BAKER, ROBERT, Millbrook, Southampton, Gent. June 9. Hickman & Son, Southampton.
 BEALE, JOHN ADOCK, Monks Kirby, Warwick, Farmer. May 15. Watson & Channer, Lutterworth.
 BROOK, JOSEPH, Hanley, Agent. June 30. Challinors, Hanley.
 CADBURY, JAMES, Warkworth, Northampton, Gent. June 1. Glaisyer & Porter, Birmingham.
 CALLOW, WALTER, Plaistow, Grocer. June 1. Webb, Austin-frs.
 CHADWICK, HANNAH SARAH, Balham. June 1. Rogers & Co, Victoria st.
 CHARE, WILLIAM, Bebbington, Chester, Turpentine Distiller. June 1. Francis, Birkenhead.
 COOK, MARY ANN, Clevedon, Somerset. June 1. Strickland & Roberts, Bristol.
 DENNIS, ISABELLA, Bayston rd, Stoke Newington. June 15. Truefitt & Gane, Bishopsgate st within.
 FLEMING, MARY DAWSON, Broxbourne, Hertford. May 26. Fleming, Trinity sq, S.E.
 FOX, EDWARD VIGOR, Scarborough, Gent. June 25. Townsend & Jones, Swindon.
 FRANKS, EDWARD, Burslem, Beer-seller. May 24. Alcock, Burslem.
 GARDNER, JOHN, Mase pond, Southwark, Builder. June 30. Poncione & Leggatt, Raymond's bldgs, Gray's inn.
 GRANT, CHARLES SCOVELL, Lagos, West Africa, Surgeon. June 1. Smith, King's Bench walk.
 HALL, THOMAS, Swansea, Esq. June 1. Stricks & Bellingham, Swansea.
 HOLDSWORTH, ARTHUR JONES, Chester. June 4. Hore & Co, Liverpool.
 HOLVILL, FREDERICK, Gt Torrington, Devon, Merchant. Aug 8. Rooker & Bazeley, Bideford.
 HUSLEY, HENRY, Goldhawk rd, Gent. June 7. Thomas Rouse Watson, Finsbury pavement.
 JACKSON, JOHN, Farnham All Saints, Suffolk, Gent. June 13. Sparke & Sons, Bury St Edmunds.
 MARTIN, GEORGE, Cromwell gdns, Kensington, Esq. June 1. Ashurst & Co, Old Jewry.
 MCBEAN, ALEXANDER, Hanley, Gent. June 23. Paddock & Sons, Hanley.
 MCGINTY, JAMES, Huddersfield, Brassfounder. May 9. Fisher & Ruddock, Huddersfield.
 NORMAN, JOHN MANSIEP, Slaugham, Sussex, Esq. June 1. Rogers & Co, Victoria st.
 RAWSON, MARIA, Sheffield. May 31. Binney & Sons, Sheffield.
 RICHARDSON, ELLEN, Sandbach, Chester. June 6. Waddington, Barnley, Lancashire.
 ROBERTS, THOMAS JONES, Higher Broughton, Manchester, Gent. June 1. Gaunt & Lingard, Manchester.
 SCOTT, JACOB, Grantham, Lincoln, Engineer. May 24. Royall, Grantham.
 SMITH, WILLIAM, Bradford, Excise Officer. May 12. Watts & Jobson, Dudley.
 SWINFIN, ALFRED, Maidstone, Brewer. June 15. Ellis, Maidstone.
 THOMAS, WILLIAM, South Shields, Mariner. May 8. Osborne, South Shields.
 THOMSON, NED HENRY, Calcutta, Gent. Aug 1. Hindmarsh, Alnwick.
 WATKINS, JAMES BUCKLEY, Shrewsbury, Solicitor. May 19. Corser & Son, Shrewsbury.
 WIGHT, WILLIAM, Hackney rd, Draper. May 23. Gill, Cheapside.
 WILLIAMS, FRANCES ELIZABETH, Brighton. June 1. Saxton & Son, Queen Victoria st.
 WILSON, FITZROY, East Bergholt, Army Tutor. June 11. Partridge & Wilson, Bury St Edmunds.
 WILSON, FRANCIS, Wakefield, Gent. May 17. Lake, Wakefield.

London Gazette.—FRIDAY, May 4.

ANGUS, JOHN, Amphill sq, Retired Upholsterer. June 14. Marsden & Wilson, Old Cavendish st.
 BAKER, JOHN, Albion rd, Holloway. June 1. Holmes & Son, Bedford row.
 BAXTER, ABRAHAM, Newton, Chester, Yeoman. June 9. Buckley & Miller, Stalybridge.
 BELL, HENRY, Woolington, Northumberland, Esq. May 26. Glayton & Gibson, Newcastle on Tyne.
 BOUSFIELD, MARY ANN, Alma st, Stockton on Tees. June 1. Hunton & Bolsover, Stockton on Tees.
 BOXALL, CHARLES, Dorking, Brewer. May 31. Hart & Co, Dorking.
 BROOKSBANK, WILLIAM LYON, Godstone, Surrey, Esq. June 1. Peacock & Goddard, South sq.
 BULLOCK, GEORGE, Shirley, Southampton, Gent. June 7. Westlake, Southampton.
 BULLOCK, CHARLES, Burmantofts, Leeds. June 7. Lumb & Bailey, Leeds.
 BURDEKIN, MARSHALL, Holland park gdns, Kensington, Gent. June 24. Cheese & Green, Pall Mall.
 CARDWELL, THOMAS, Park st, Grosvenor sq, Esq. June 16. Harwood & Stephenson, Lombard st.
 CHAPMAN, SAMUEL DEWING, Dartford, Brewer's Clerk. June 1. Talbot & Tasker, Bedford row.
 COATES, SUSAN, Clifton, Bristol. June 15. Hippisley, Bristol.
 CRAMP, MARY, Plumber's row, Whitechapel. June 14. Woolley, Gt Winchester street.
 DENT, SUSAN, Gt Cumberland pl. June 23. Shaen & Co, Bedford row.
 DENTON, THOMAS, South Milford, York, Engineer. July 1. Bartlett & Atkinson, Liverpool.
 DE PREZ, SARAH, Arlington rd, Camden Town. June 4. Alexander Collins, Cumberland pk, Willesden Junction.
 EMBLETON, JOHN, Lesbury, Northumberland. May 16. Forster & Paynter, Alnwick.
 EUSTACE, ELIZA, Shakespeare pl, Handsworth, Stafford. May 31. Westwood White, Birmingham.
 GIBSON, CHARLES PHILIP, Spring rd, Headingley, Leeds, Resident Secretary for Yorkshire of Scottish Widows' Fund Life Assurance Society. June 16. Rider, Leeds.
 GLOVER, JAMES, Lower Bobbington, Chester, Gent. June 8. Laces & Co, Liverpool.
 GLOVER, GEORGE, Pemberton, nr Wigan, Licensed Victualler and Farmer. June 1. Wilson, Wigan.
 GOOSE, WILLIAM, Gedgey Marsh, Lincoln, Farmer. May 24. Mossop & Mossop, Long Sutton, Lincs.
 GUILLY, JOHN GEORGE, Regent's ter, Heavitree, Devon, Gent. June 13. Carter, Chancery lane.
 HARTOP, GEORGINA RACHAEL, Southgate rd. June 15. Grundy & Co, Queen Victoria

HATTON, CHARLES, Langdale st, Commercial rd, Horse Dealer. June 1. Hayward, Wormwood st.
 HIBBERT, JOHN, Maidenhead, Berks. June 1. Bircham & Co, Parliament at.
 HICKS, JOHN, Woodford, Wilts, Yeoman. June 1. Wilson & Sons, Salisbury.
 HOOPER, EDMUND LEWIS, Albury, Surrey, Esq. June 5. Field & Co, Lincoln's inn fields.
 HUNT, WILLIAM CLOVE, Chester, Gent. May 23. Moss & Sharpe, Chester.
 INKPEN, JOHN, Worthing, Plumber. June 30. Verrall, Worthing.
 KAY, THOMAS, Bolton, Lancaster, Shopkeeper. June 12. Taylors, Bolton.
 KIBBLEWHITE, SARAH ANN, Circus st, Greenwich. June 11. Rollitt & Sons, Mark lane.
 KYNASTON, ELIZABETH ANN, Bryantwood rd, Drayton pk, Holloway. July 11. Haynes & Clifton, Romford, Essex.
 MOORE, RICHARD, Chute st, Exeter, Inspector of Timber. June 5. Orchard, Exeter.
 MOORE, REV WILLIAM CLARKE, Tulse Hill. June 30. Loughborough & Gedge, Gt Winchester st.
 NIGHTINGALE, THOMAS, Park villas, Salisbury, Collector of Inland Revenue. May 23. Coates, Salisbury.
 NIGHTINGALE, SARAH ELLEN, Abbey grove, Bolton, Lancaster. May 31. Hughes, Bolton.
 OWEN, RICHARD, Ty Mawr, Bethesda, Llanecchi, Carnarvon, Slate Merchant. June 30. Gray, Bangor.
 PALMER, THOMAS, Ipswich, Suffolk, Clerk in Holy Orders. June 14. Palmer, Walbrook.
 PARRY, MARIA, Bowdon, Chester. June 1. J. E. & R. Whitworth, Manchester.
 PEYTON, SIR THOMAS, Swift's House, near Biester, Baronet, a Major General in her Majesty's Army. June 15. Garrard & Co, Suffolk st.
 PROCTOR, JOHN, Wolfhouse, Chipping, Lanes, Yeoman. June 9. W. A., & R. Ascroft, Preston.
 PRUST, JOHN, Sutton, Stockbroker. June 12. Turner, Bideford.
 RICHARDSON, ELLEN, Sandbach, Chester. June 6. Waddington, Burnley.
 ROBINSON, JAMES, Richmond, Yorks, Draper. June 30. Hunton, Richmond.
 ROYLE, ROBERT HENRY, Hampton rd, Southport, Lanes, Gent. June 1. Buck & Co, Southport.
 SAYCE, ISABELLA, West Chelborough, Dorset. June 23. Powell & Rogers, Essex st.
 STATHAM, THOMAS, Windsor, Berks, Gent. June 24. Warner & Hotley, Raymond bldgs.
 SPICER, JAMES, Upper Thames st. June 24. Alexander, Ely pl.
 STEPHENS, JANE HARRIS, Bollingbroke grove, Wandsworth common. June 13. Carter, Chancery lane.
 STREET, EDWARD, Newhall, Stapenhill, Derby, Collier. July 1. J. & W. J. Drowty, Burton on Trent.
 STURT, MATTHEW PHILIP HUMBERT, Exmouth, Devon, Gent. May 21. Dixon, Pewsey.
 SUTTON, REV. WALTER HENRY, Oxford, Clerk in Holy Orders. June 18. Little & Mills, Stroud, Gloucestershire.
 TOMLINSON, WILLIAM HENRY, Withybrook, Warwick, Builder and Farmer. June 21. Woodcock & Co, Coventry.
 TOWNSEND, EMMA, Nightingale lane, Hornsey. June 15. Grundy, Queen Victoria st.
 WOODS, ARTHUR, Monkton st, Kennington, Printer. June 12. French, Crutched Friars.
 WORRELL, THOMAS, Halewood, Lancaster, Gent. May 30. Lupton, Liverpool.

London Gazette.—TUESDAY, May 8.

AGATE, JOHN, Bedford rd, Horsham, Retired Grocer. June 5. Coole, Horsham.
 BASCOMBE, JOHN, Stoke Abbot, Dorset. June 20. Leigh, Beamster.
 BAXTER, RICHARD, Linthwaite, nr Huddersfield, Waste Dealer and Farmer. June 9. Ramsden & Co, Huddersfield.
 BLACKBURN, EDWARD, the Grove, Feltham Hill, Esq. June 11. Belfrage & Co, John st.
 BOYTON, RICHARD, Fyfield, Essex, Farmer. June 30. Gepp & Sons, Chelmsford.
 BUBFORD, MARY ANN, Bedminster, Bristol. June 19. Trapnell, Bristol.
 CHADWICK, MARTHA, Wakefield, West Riding, York. June 30. Brown & Co, Wakefield.
 EMMA, FRANCIS, Westbury upon Trym, nr Bristol. June 1. Strickland & Roberts, Bristol.
 HENRY, WILLIAM, Nottingham, Gent. July 9. Wing, Nottingham.
 HIBBERD, RUBEN, Royal Exchange avenue. June 1. Blake & Co, College hill.
 HIRONS, CATHERINE, Alvechurch, Worcester, Baker. June 1. Phillips, Birmingham.
 KNOWLES, JOHN, Lower Crumpsall, Lancaster, Provision Dealer. May 31. Todd, Manchester.
 LORD EDMUND, Rochdale, Lancaster, Gent. June 15. Standing & Taylor, Rochdale.
 MACLEAN, MARY, Torquay. May 31. Haynes & Clifton, Tokenhouse yard.
 MASON, BENJAMIN BURNETT, Grosvenor ter, Beverley rd, Kingston upon Hull, Wine Merchant. June 1. Thompson & Co, Hull.
 MESSENGER, EDWARD, Phoenix yd, Middlessex, Stud Groom. June 2. Richardson, Newcastle upon Tyne.
 NASH, HELEN FRANCES, Pembroke rd, Clifton. May 31. Jotcham, Wantage, or Harwood & Boulflower, Bristol.
 NETTLETON, JOHN, Ossett, York, Farmer. May 28. Iansons & Co, Wakefield.
 PEPPER, HENRY, Cambridge, Tailor. June 1. Eaden & Knowles, Cambridge.
 PETERKIN, JAMES, Richmond rd, Kew, and of H.M. Indian Army on the Madras Establishment, M.D. July 3. Hamlin & Co, Legal and General chbrs.
 POTTS, RICHARD HODGSON, Breck rd, Liverpool, Outier. June 4. Thompson & Hughes, Birkenhead.
 SMITHURST, THOMAS COWLEY, Albert rd, Southport, Esq. June 14. Parr & Co, Southport.
 SOUTHERN, JAMES THOMAS, Brafferton, Durham, Retired Coal Merchant and Agent. June 13. Young, Newcastle upon Tyne.
 TERRY, GEORGE, Mells, Somerset, Surgeon. May 25. Timmins, Bath.
 TINDALL, THOMAS, Seaton, nr Worthington, Cumberland, Retired Weighman. June 23. Thornburn, Carlisle.
 WALKER, WILLIAM, Kirkstall rd, Leeds, Dyer. June 20. Nelson & Co, Leeds.
 WHEEN, EDWIN, Sheffield, York, Grocer. July 18. Broomhead & Co, Sheffield.
 WISE, GEORGE, Woodcote, Leek Wootton, Warwick, also of Charlwood, Surrey, Esq. June 23. Campbell, Warwick.
 WISE, WILLIAM, High st, Watford, Grocer. June 4. Parrott, Clapton.

London Gazette.—FRIDAY, May 11.

AREWRIGHT, CHARLES, Dunstall, Tatenhill, Stafford, Esq. June 23. Small, Burton on Trent.
 ARMSTRONG, JOSEPH, Croydon rd, Anserley, Surrey, Commercial Traveller. June 13. Taylor, Burton on Trent.
 ASHBY, JOHN, Kirkedge, Bradfield, York, Farmer. June 30. Wake & Sons, Sheffield.

BELT, ELIZABETH, Broad st, Carlisle. June 16. Cartmell, Carlisle
 BOLDING, ELIZABETH, Osborne House, Tunbridge Wells. July 1. Simpson & Cullingford, Gracechurch st
 BRADFORD, MARY, Windsor rd, Upper Holloway. June 5. Winsor, Chancery lane
 CAMPBELL, ELIZABETH EYTON MONTGOMERY, Moorside, Bovey Tracey, Devon. June 22. Tatham & Pym, Frederick's pl
 CARTWRIGHT, MARIA CHRISTIAN, Leasowes, Penn, Stafford. June 25. Dent & Co, Wolverhampton
 CHAPMAN, SOPHIA, New st, Sutton, Lancaster. July 2. Asdell & Eccles, St Helena, Lancs
 DAVIS, ISAAC, Bristol rd, Birmingham, Retired Jeweller. June 25. Rubinstein, Raymond's bldgs
 EDWARDS, WILLIAM, Camden rd, Camden Town, Cheesemonger. June 22. Pearce & Sons, Giltspur st
 HARDY, WILLIAM, Plumstead, Norfolk, Farmer. June 16. Tillett & Co, Norwich
 HARRIS, JONATHAN EDWARD, Parkholme rd, Dalston, Gent. June 5. Davis, Liverpool
 HARRIS, SARAH JANE, Railway Hotel, Feltham, Hotel keeper. June 30. Brougham, Hounslow
 HOBSON, ANN, Swinton, York. Aug 16. Harrop & Harrop, Swinton, nr Rotherham
 HOBSON, HENRY, Swinton, York, Gent. Aug 16. Harrop & Harrop, Swinton, nr Rotherham
 IRONKONGER, MOSES, Graiseley, Wolverhampton, Esq. June 25. Dent & Co, Wolverhampton
 JONES, WARREN TAYLOR, Benthall, Salop, Relieving Officer. Aug 11. Potts & Potts, Broseley
 JORDAN, CHARLOTTE, Gloucester rd, Regent's pk. June 18. Tadman, Gray's inn pl
 JOHNSON, SARAH SUSANNAH, Chiswick pl, Eastbourne. June 12. Carleton Stiff, Eastbourne
 KIRKHAM, HENRY, Darlaston, Stafford, Licensed Victualler. June 9. Crookford, Birmingham
 KNELL, WILLIAM, Farnborough, Esq. June 20. Moodie & Mills, Basinghall st
 LONSDALE, JOHN RIBHTON, Wavertree, Lancaster. June 9. Evans & Co, Liverpool
 MACKNESS, JOSIAH, Eldon rd, Reading, Gent. June 18. Clarke & Co, Birmingham
 MARTINDALE, MARY ANN, Lyme st, Camden Town. June 9. Rundle & Hobrow, Coleman st
 MEDLICOTT, SAMUEL THOMAS, Albion rd, Handsworth, Stafford. June 18. Clarke & Co, Birmingham
 MILLER, ANKELIA JANE, Laurel rd, Fairfield, Liverpool. June 12. Bremner & Co, Liverpool
 MOFFATT, JOHN, King's rd, Camden Town. June 21. Pendergast, Commercial rd
 MORRISON, WILLIAM HENRY BROWN, Saint John's, Wakefield, Corn Merchant. June 1. Williams, Wakefield
 NASH, JOHN LAINSON, Reigate, Esq. July 14. Head, Reigate
 POAD, JOSEPH WILLIAM, Penryn, Cornwall, Gardner. June 24. Jenkins, Penryn
 POULDEN, CHARLES JOHN, Finchley rd, Middlesex, Esq. June 18. Garrard & Co, Suffolk st
 PURSER, CATHERINE, Kimbolton rd, Bedford. June 2. Purser & Cooper, Billiter st
 PURSER, ELIZABETH, Kimbolton rd, Bedford. June 2. Purser & Cooper, Billiter st
 ROBINSON, ISAAC, North Hykeham, Lincoln, Farmer. June 5. Falkner, Newark
 ROTH, CAMILLO, Boulevard Haussman, Paris, Esq. May 31. Bompas & Co, Gt Winchester st
 SHAW, GEORGE, Page st, Westminster, Contractor. June 24. Corsellis & Moscop, Wandsworth
 SHAW, THOMAS WILKINSON, Dunstall Hill, Wolverhampton, Merchant. June 25. Dent & Co, Wolverhampton
 SHEPHERD, STEPHEN, Salford, Lancaster, Gent. June 22. Boyer & Co, Manchester
 SPARROW, FREDERICK TURTON, Habberley Hall, Salop, Esq. June 15. Dent & Co, Wolverhampton
 TATE, SARAH Stamford hill, Stoke Newington. June 29. Armstrong & Lamb, Old Jewry
 THOMPSON, JOHN, Middleton and Sommerill, Derby, Farmer. June 20. Godwin, Derby
 VERNON, WILLIAM TASSIE, The Rectory, Eton, York, Clerk in Holy Orders. June 2. Thompson & Co, Hull
 VICKERS, GEORGE BENJAMIN, Steyning, Sussex, Gent. July 7. Hamlin & Co, Fleet st
 WADSWORTH, HENRY, Wakefield, Gent. June 1. Williams, Wakefield
 WALTON, THOMAS, Heaton Mersey, Lancaster, Bleacher. June 25. Johnson & Johnsons, Stockport
 WEBB, JAMES GEORGE HERBERT, St Helen's, I W, Esq. May 25. White, Ryde
 WOOLVERTON, GEORGE, St Donatt's rd, New Cross, Gent. June 25. Marchant & Benwell, George yard

WARNING TO INTENDING HOUSE PURCHASERS AND LESSEES.—Before purchasing or renting a house have the Sanitary arrangements thoroughly examined by an expert from The Sanitary Engineering & Ventilation Co., 115, Victoria-st., Westminster (Estab. 1875), who also undertake the Ventilation of Offices, &c.—[ADVT.]
 STAMMERERS AND SCUTTERERS should read a little book by Mr. B. BEASLEY, Baron's-court-house, W. Kensington, London. Price 13 stamps. The author, after suffering nearly 40 years, cured himself by a method entirely his own.—[ADVT.]

BANKRUPTCY NOTICES.

London Gazette.—FRIDAY, May 11.

RECEIVING ORDERS.

ADAMS, JOHN, Jarrow, Durham, Contractor Newcastle on Tyne Pet May 9 Ord May 9
 ATKINSON, ALFRED EDWARD, Hadlow, Kent, out of business Tunbridge Wells Pet May 8 Ord May 8
 BAILEY, RICHARD, Harrigate, Labourer York Pet May 9 Ord May 9
 BRADLEY, DAVID, Stroud, Tailor Gloucester Pet May 8 Ord May 8
 BURTON, WILLIAM, Manchester, Solicitor Manchester Pet May 9 Ord May 9
 BYERLEE, A., Wade pl, Mile End rd, Rope Maker High Court Pet April 11 Ord May 8
 CAMPBELL, A. D., Portsmouth, Captain in the 2nd Connaught Rangers Portsmouth Pet April 16 Ord May 8
 CARR, GRICE ETHEL, Wakefield, Grocer Wakefield Pet May 9 Ord May 9

CARR, THOMAS, Chapter terr, Walworth, out of work High Court Pet April 30 Ord May 8
 CHURCHWARD, JOHN COWEN, Landrake, Cornwall, Builder East Stonehouse Pet May 7 Ord May 7
 CLIFT, FREDERIC, Fancras lane, Solicitor High Court Pet April 17 Ord May 8
 CLOUGH, WILLIAM, Duffield, Derby, Paper Bag Dealer Derby Pet April 13 Ord May 9
 CLOW, JOHN, Tunbridge Wells, Draper Tunbridge Wells Pet May 7 Ord May 7
 DAVIES, JOHN, Gwyddelwern, Merioneth, Farmer Wrexham Pet May 8 Ord May 8
 DAVIES, PHILIP JOHN, Earl's ct rd, Kensington, Plumber High Court Pet April 19 Ord May 7
 DIXON, HENRY BENJAMIN, Hanley, Chemist Hanley, Burslem, and Tunstall Pet May 3 Ord May 3
 EATON, HENRY CHARLES, Cannon st, Mining Agent High Court Pet March 13 Ord May 9
 FAIRBAIRN, JAMES, Sutton, Auctioneer Croydon Pet May 7 Ord May 7
 FROST, THOMAS, Nottingham, Lace Draughtsman Nottingham Pet May 8 Ord May 8
 FULLER, SAMUEL HENRY, Crewe, Cheshire, Grocer Nantwich and Crewe Pet May 8 Ord May 8
 GORBY, HENRY, Herbert st, Hoxton, Upholsterer High Court Pet May 7 Ord May 7
 GRASMEDE, MARTIN, Rathbone st, Canning Town, Baker High Court Pet May 8 Ord May 8
 GUNN, CHARLES, Chalk Farm rd, Bedding Manufacturer High Court Pet May 8 Ord May 8
 HAMMOND, BENJAMIN, St Leonard's on Sea, Dental Surgeon Hastings Pet May 7 Ord May 7
 HARTLEY, ROBERT, Birstal, Yorks, Fish Dealer Dewsbury Pet May 7 Ord May 7
 HASKELL, FRANK, Southampton, Musical Instrument Seller Southampton Pet May 8 Ord May 8
 HILDER, GORDIAN, Gravesend, Corn Merchant Rochester Pet Apr 7 Ord May 7
 HOGAN, MARTIN, Pontypool, Mon, Painter Newport, Mon Pet May 7 Ord May 7
 HOPKINS, JOHN, Neath, Saddler Neath Pet May 7 Ord May 7
 JACKSON, ARTHUR, Liverpool st, Auctioneer High Court Pet April 24 Ord May 9
 JONES, MARY, Talsarnau, Merionethshire, Innkeeper Portmadoc and Blaenau Ffestiniog Pet May 7 Ord May 7
 KING, ALBERT, Dinton, Wilts, out of business Salisbury Pet May 8 Ord May 8
 KIRK, URIAH, Leicester, Coal Merchant Leicester Pet May 7 Ord May 7
 LATHAM, CHARLES, and JOSEPH OVAN, Weston super Mare, Confectioners Derby Pet May 7 Ord May 7
 LYONS, J., Clippstone st, Fitzroy sq, Draper High Court Pet April 30 Ord May 9
 MOORHOUSE, EMMA, Stratford, Essex, Widow High Court Pet April 13 Ord May 9
 MOSES, PORTAS, Bradford, Yorks, Grocer Bradford Pet May 5 Ord May 7
 NICHOLAS, CHARLES EDWARD, Ferndale, Glamorganshire, Grocer Pontypridd Pet May 7 Ord May 7
 OWER, JOHN, Jewry st, Aldgate, Bag Manufacturer High Court Pet May 7 Ord May 7
 PAWLEY, ALBERT, Gt Wigston, Leicestershire, Tailor Leicester Pet May 8 Ord May 8
 POYNTON, HENRY, Coventry, Designer Coventry Pet May 7 Ord May 7
 RIDGE, JOHN, Chesdale, Staffordshire, Grocer Stoke upon Trent Pet May 2 Ord May 8
 SELINGER, SIDNEY, Manchester avenue, Aldersgate, Fancy Goods Importer High Court Pet May 7 Ord May 7
 SMITH, FRANK PAUL, Haltwhistle, Varnish Manufacturer Carlisle Pet May 7 Ord May 7
 THACKRAH, JOSEPH HENRY, Aldersgate st, Printer High Court Pet May 9 Ord May 9
 TOULSON, HENRY, Manningham, Tinplate Worker Bradford Pet May 9 Ord May 9
 TOWERS, ARTHUR WILSON, Nottingham, Publican Nottingham Pet April 17 Ord May 5
 WADDINGTON, BEN COWPER, West Hartlepool, Plumber Sunderland Pet May 9 Ord May 9
 WARE, DAVID, Ystrad Rhondda, Glamorgan, Boot Dealer Pontypridd Pet May 7 Ord May 7
 WEBB, ALFRED, Radpole, Weymouth, Musical Instrument Dealer Dorchester Pet May 7 Ord May 7
 WHITEFIELD, THOMAS WILKINSON, Wallsend, Engineman Newcastle on Tyne Pet May 7 Ord May 7
 WILLIAMS, WILLIAM, Llanrwst, Denbigh, Innkeeper Portmadoc and Blaenau Ffestiniog Pet May 9 Ord May 9
 WILLIS, GEORGE, North Shields, Licensed Victualler Newcastle on Tyne Pet May 9 Ord May 9
 WOOD, GEORGE, Stockton on Tees, Butcher Stockton on Tees and Middlesborough Pet May 7 Ord May 7
 The following amended notice is substituted for that published in the London Gazette of May 8.
 WOOD, JOHN, Oldham, Druggist Oldham Pet May 5 Ord May 5

FIRST MEETINGS.

ADAMS, JOHN, Jarrow, Durham, Contractor May 23 at 2 Off Rec, Pink lane, Newcastle on Tyne
 BAILEY, RICHARD, Harrigate, Labourer May 23 at 12.30 Off Rec, York
 BARNES, JOHN RICHARD, Fitzgerald rd, Mortlake, Builder May 18 at 12 100, Victoria st, Westminster
 BAYLIS, JOHN, Birmingham, Publican May 23 at 11 25, Colmore row, Birmingham
 BOOTH, JOHN BRW, Wombwell, nr Barnsley, Yorks, Butcher May 23 at 11.30 Off Rec, 1, Hanson st, Barnsley
 CHALK, WILLIAM, Plaistow, Essex, Licensed Victualler May 18 at 12 33, Carey st, Lincoln's inn
 CLOUGH, WILLIAM, Duffield, Derby, Paper Bag Dealer May 18 at 12 Off Rec, St James's chambers, Derby
 COBE, SAMUEL, Ipswich, Coachbuilder May 19 at 11 Off Rec, Ipswich
 COLE, DAVID, address unknown, Licensed Victualler May 18 at 11 33, Carey st, Lincoln's inn
 CRICK, ALFRED, Dover, Butcher May 18 at 9.30 32, St George's st, Canterbury
 DEEBANK, WILLIAM ARTHUR, Solihull, Warwickshire, Builder May 25 at 11 25 Colmore row, Birmingham
 DEWS, EDWARD, jud, Wakefield, Draper May 18 at 1.15 Albion Hotel, Piccadilly, Manchester
 DICKINSON, JOHN, Woodland rd, Upper Norwood, Commission Agent May 19 at 12 109, Victoria st, Westminster
 DIXON, HENRY BENJAMIN, Birch terr, Hanley, Chemist May 18 at 11 Royal Hotel, Crewe

FORRESTER, THOMAS, Chorley, Lancs, Dye Wood Miller May 18 at 2.30 Off Rec. Bridge st, Manchester

FRANCIS, THOMAS DIXON, Llanllwini, Carmarthenshire, Butter Merchant May 23 at 11 Black Lion Hotel, Lampeter

GIBBONS, RICHARD TRINDLE, Walthamstow, Organist May 23 at 11 Bankruptcy bldgs, Lincoln's inn

GRAVES, CHARLES EDWARD, Redruth, Cornwall, Sewing Machine Dealer May 18 at 12 Off Rec, Boscawen st, Truro

GREEN, JOHN, Birmingham, out of business May 28 at 10.30 County Court, Oldbury

HARMER, JOSIAH, Plumstead, Tailor May 23 at 3 109, Victoria st, Westminster

HILDER, GORHAM, Gravesend, Corn Merchant May 21 at 11.30 Off Rec, High st, Rochester

HODDER, ROBERT, Portland, Dorsetshire, Contractor May 19 at 12.30 Royal Hotel, Weymouth

HOOPER, WILLIAM TAPSCOTT, Ventnor, I W, Tobaccoist May 21 at 3 Crab and Lobster Hotel, Ventnor

JOHN, WILLIAM, and **GEORGE JOHN, Penysraig**, Glamorganshire, Hosiery Manufacturers May 24 at 3 Off Rec, Merthyr Tydfil

KING, ALBERT, Dinton, Wilts, out of business May 22 at 3 Off Rec, Salisbury

KIRK, URIAH, Leicester, Coal Merchant May 24 at 12.30 28, Friar lane, Leicester

LATHAM, CHARLES, and **JOSEPH OVER**, Derby, Confectioners May 18 at 3 Off Rec, St James's chbrs, Derby

LEWIS, LEWIS, Cadroxton juxta Barry, Glamorganshire, Commission Agent May 25 at 2.30 Off Rec, 29, Queen st, Cardiff

MARCUS, M & Co, address unknown, Clothiers May 23 at 11 33, Carey st, Lincoln's inn

MILLER, THOMAS SMALL, and **ROBERT SERRAGON**, Gateshead, Hat Manufacturers May 23 at 11 Off Rec, Pink lane, Newcastle on Tyne

NUNNS, GEORGE, Beckenham, Nurseryman May 18 at 3 109, Victoria st, Westminster

PARKER, WILLIAM, Nottingham, Baker May 18 at 11 Off Rec, 1, High pavement, Nottingham

PARRY, JOHN, Carnarvon, Butcher May 18 at 4.45 Royal Hotel, Carnarvon

PAWLEY, ALBERT, Gt Wigston, Leicester, Tailor May 24 at 3 15, Friar lane, Leicester

PRICE, FRANCIS FREDERICK COCKBURN, Helgham, Norfolk, Tobaccoist May 19 at 1 Off Rec, 8, King st, Norwich

RAY, BRISCO, Boulogne, Solicitor May 23 at 11 Bankruptcy bldgs, Lincoln's inn

SHAW, WILLIAM RICHARD, Irving gr, Stockwell, Attendant in House of Commons May 22 at 11 33, Carey st, Lincoln's inn

SHILLAM, DANIEL, Goolle, Yorks, Editor of Evangelist at Work May 18 at 11.30 Off Rec, Bond ter, Wakefield

SIMPSON, WILLIAM, Turnham green, Timber Merchant May 22 at 12 33, Carey st, Lincoln's inn

SMITH, FRANK PAUL, Haltwhistle, Northumberland, Varnish Manufacturer May 22 at 12 Off Rec, 34, Fisher st, Carlisle

SMYTHE, WILLIAM THOMAS, High st, Kensington, Coffeehouse Keeper May 18 at 12 Bankruptcy bldgs, Portugal st, Lincoln's inn

STOKES, PETER, St Lawrence, Kent, Licensed Victualler May 18 at 3.30 79, High st, Ramsgate

TEMPEST, FRANCIS ADOLPHUS VANE, Bury st, St James's, Gent. May 18 at 2.30 Bankruptcy bldgs, Portugal st, Lincoln's inn

WEBB, ALFRED, Radipole, nr Weymouth, Musical Instrument Dealer May 19 at 2.30 Royal Hotel, Weymouth

WEST, ISAAC, Pontyclun, nr Llantrisant, Grocer May 24 at 12 Off Rec, Merthyr Tydfil

WHITFIELD, THOMAS WILKINSON, Wallsend, Engineman May 19 at 11.30 Off Rec, High lane, Newcastle on Tyne

WILLS, GEORGE, North Shields, Licensed Victualler May 23 at 2.30 Off Rec, Pink lane, Newcastle on Tyne

WISE, JOHN WILLIAM, Eastbourne, Cabinetmaker May 18 at 12 Off Rec, 4, Pavillon chbrs, Brighton

WOMACK, WILLIAM JOHN, North Lopham, Norfolk, Innkeeper May 18 at 11 Magistrates' Room, Diss

WOOD, JOHN, Oldham, Druggist May 22 at 11 Off Rec, Priory chbrs, Union st, Oldham

ADJUDICATIONS.

ADAMS, JOHN, Jarrow, Contractor Newcastle on Tyne Pet May 9 Ord May 9

ADOCK, FRANK, Coventry, Grocer Coventry Pet April 18 Ord May 9

BAILEY, RICHARD, Hartgate, Labourer York Pet May 9 Ord May 9

BAXTER, EMMA, Darlington, Boot Dealer Stockton on Tees and Middlesborough Pet March 29 Ord May 8

BRADLEY, DAVID, Stroud, Tailor Gloucester Pet May 8 Ord May 8

BRESE, THOMAS, Birmingham, Engraver Birmingham Pet May 5 Ord May 8

BROWN, WILLIAM HENRY, and **GEORGE JONES**, Forest Gate, Essex, Hat Warehousemen High Court Pet April 28 Ord May 8

BURTON, WILLIAM, Manchester, Solicitor Manchester Pet May 9 Ord May 9

CARR, GRICE ETHELL, Wakefield, Grocer Wakefield Pet May 8 Ord May 9

CHALK, WILLIAM, Plaistow, Essex, Licensed Victualler High Court Pet April 20 Ord May 9

CHURCHWARD, JOHN COWEN, Landrake, Cornwall, Builder East Stonehouse Pet May 7 Ord May 8

COLE, DAVID, residence unknown, Licensed Victualler High Court Pet March 28 Ord May 7

COOPER, SEPTIMUS, Piccadilly, Brush Manufacturer High Court Pet Feb 29 Ord May 9

DAVIES, JOHN, Gwyddelwern, Merionethshire, Farmer Wrexham Pet May 8 Ord May 8

EVANS, DANIEL, Cross Inn, nr Llantrisant, Farmer Cardiff Pet April 30 Ord May 8

EVANS, JOHN COOPER, Dacre rd, Upper Manor pk, Olman High Court Pet May 5 Ord May 8

EVANS, JOSEPH H., Ware Hertford Pet March 18 Ord May 8

FLINTOFF, JOHN, Whitby, Yorks, Auctioneer Stockton on Tees and Middlesborough Pet April 18 Ord May 8

FROST, THOMAS, Nottingham, Lace Draughtsman Nottingham Pet May 8 Ord May 8

FULLER, SAMUEL HENRY, Crews, Grocer Nantwich and Crews Pet May 8 Ord May 8

HARDINGHAM, THOMAS HOPWOOD, and **CHARLES STEPHEN HARDINGHAM**, Great Yarmouth, Factors Great Yarmouth Pet Apr 7 Ord May 7

HARTLEY, ROBERT, Birstal, Yorks, Fish Dealer Dewsbury Pet May 7 Ord May 7

HASKELL, FRANK, Southampton, Musical Instrument Seller Southampton Pet May 9 Ord May 9

HAYES, Mrs., New Oxford st, Boot Manufacturer High Court Pet March 27 Ord May 9

JONES, JOSEPH, and **CHESWORTH**, Neston, Cheshire, Auctioneers Birkenhead Pet March 27 Ord May 4

LATHAM, CHARLES, and **JOSEPH OVER**, Derby, Confectioners Derby Pet May 7 Ord May 7

LETTIS, GEORGE WILLIAM, Northampton, Hardware Merchant Northampton Pet April 21 Ord May 7

MANN, ANDREW, Ialeodon rd, Holloway, Builder High Court Pet Feb 14 Ord May 7

MICHELL, JOSEPH, St Austell, Cornwall, Draper Truro Pet April 16 Ord May 7

MOSES, FORTAS, Bradford, Yorks, Grocer Bradford Pet May 5 Ord May 8

NASH, THOMAS, Puttenham, nr Guildford, Builder Guildford and Godalming Pet May 4 Ord May 8

NICHOLAS, CHARLES EDWARD, Ferndale, Glamorganshire, Grocer Pontypridd Pet May 7 Ord May 7

OWEN, JOHN, Jewry st, Aldgate, Tarpaulin Manufacturer High Court Pet May 7 Ord May 8

PAWLEY, ALBERT, Great Wigston, Leicestershire, Tailor Leicester Pet May 8 Ord May 8

RICHARDSON, JOHN, Chichester, Cook Brighton Pet May 1 Ord May 8

ROBINSON, HIRAM, Oldham, Colliery Proprietor Oldham Pet April 13 Ord May 8

SELINGER, SIDNEY, Manchester Avenue, Aldersgate st, China Importer High Court Pet May 7 Ord May 7

SMETHURST, WILLIAM, Nottingham, Engineer Nottingham Pet March 23 Ord May 4

SMITH, FRANK PAUL, Haltwhistle, Northumberland, Varnish Manufacturer Carlisle Pet May 7 Ord May 7

SMITH, ROBERT BUTTLE, York, Stockbroker York Pet April 27 Ord May 8

STENHOUSE, JAMES, and **JAMES GEORGE STENHOUSE**, Folkestone, Carvers Canterbury Pet April 24 Ord May 7

TOMLINSON, JAMES, Middlesborough, Grocer Stockton on Tees and Middlesborough Pet April 11 Ord May 8

TOULSON, HENRY, Manningham, Tin Plate Worker Bradford Pet May 9 Ord May 9

VALE, GEORGE, Essex rd, Islington, Wine Merchant High Court Pet May 2 Ord May 7

WARR, DAVID, Y-trad Rhodda, Glamorganshire, Boot Dealer Pontypridd Pet May 7 Ord May 7

WAYMAN, EPHRAIM, Trumpington, Cambridgeshire, Solicitor Cambridge Pet April 26 Ord May 9

WHEELER, JOHN GEORGE, West Cowes, Photographer Newport and Ryde Pet April 28 Ord May 4

WHITFIELD, THOMAS WILKINSON, Wallsend, Engineman Newcastle on Tyne Pet May 7 Ord May 8

WILLIAMS, WILLIAM, Llanrwst, Denbighshire, Innkeeper Portmadoc and Blaenau Ffestiniog Pet May 9 Ord May 9

WILLS, GEORGE, North Shields, Licensed Victualler Newcastle on Tyne Pet May 9 Ord May 9

WOLSTENHOLME, THOMAS, Brinsworth, nr Rotherham, Yorks, Farmer Sheffield Pet April 19 Ord May 8

WOOD, GEORGE, Stockton on Tees, Butcher Stockton on Tees and Middlesborough Pet May 8 Ord May 7

London Gazette.—TUESDAY, May 15.

RECEIVING ORDERS.

BASKERVILLE, THOMAS, Knutsford, Cheshire, Bootmaker Manchester Pet May 12 Ord May 12

BLACKBURN, ROBERT, Alexander rd, Horsey, Stationer High Court Pet May 12 Ord May 12

BULLER, The Hon WALTER YARDE, Churston, Devon, Gent East Stonehouse Pet April 21 Ord May 12

CHALK, ALFRED, Plaistow, Wilts, Wood Dealer Southampton Pet May 11 Ord May 11

CHEADLE, WILLIAM HENRY, Newport, Salop, Innkeeper Stafford Pet May 11 Ord May 11

CHEEK, MARTIN, Cardiff, Plumber Cardiff Pet May 11 Ord May 11

COOPER, EDWARD ARTHUR, Chichester, Grocer Brighton Pet May 11 Ord May 11

DODGLAS, THOMAS, Beadnell, Northumberland, Fisherman Newcastle on Tyne Pet May 10 Ord May 10

DRAKE, JOSEPH, Bradford, Provision Merchant Bradford Pet May 12 Ord May 12

EDWARDS, JOHN, Brighton, China Dealer Brighton Pet May 11 Ord May 11

FLETCHER, WILLIAM, Thornthwaite, nr Ripley, Yorks, Corn Miller Northallerton Pet May 10 Ord May 10

GRAY, DAVID, St Helen's, Saddler Liverpool Pet May 1 Ord May 11

GUPPY, ROBERT, Cheltenham, Picture Frame Maker Cheltenham Pet May 10 Ord May 10

HALL, WALTER JAMES, St. Margaret's, Twickenham, Clerk High Court Pet May 10 Ord May 10

HARLAND, SAMUEL, Leeds, Tobaccoist Leeds Pet May 10 Ord May 10

HASLIP, JAMES FREDERICK, Victoria terr, New Southgate, Olman Edmonton Pet May 12 Ord May 12

HEAP, SARAH ANN, Burnley, Watchmaker Burnley Pet May 12 Ord May 12

HOWORTH, WILLIAM HENRY, Colne, Lancashire, Grocer Burnley Pet May 12 Ord May 12

JONES, DAVID, Aberystwith, Butcher Aberystwith Pet May 11 Ord May 11

KAY, ALFRED HENRY, and **GEORGE POUNCE**, Westbourne grove, Florist High Court Pet May 11 Ord May 11

KITCHING, JOHN, and **RICHARD KITCHING**, Bowness, Westmorland, Farmers Kendal Pet May 12 Ord May 12

LEWIS, JOSEPH, and **JOHN LEWIS**, Spennymoor, Boot Dealers Durham Pet May 11 Ord May 11

LUBLIN, E., Leadenhall st High Court Pet April 30 Ord May 11

LUNN, WILLIAM, Grantham, Tobaccoist Nottingham Pet May 11 Ord May 11

MANLEY, WILLIAM J., resid-nee unknown High Court Pet April 13 Ord May 11

MARQUARDT, CHARLES, Billiter sq, Merchant High Court Pet May 11 Ord May 11

MONTANI, GEORGE, Gipsy hill, Sydenham, Tobacco Manufacturer High Court Pet March 8 Ord May 11

MUTHHEAD, GEORGE, Blyth, Notts, Farmer Sheffield Pet April 24 Ord May 11

PHYCCE, ROBERT WILLIAM, Leeds, Stone Merchant Leeds Pet May 10 Ord May 10

ROOTHAM, JAMES BENSON, Rushden, Northampton, Shoemaker Northampton Pet April 23 Ord May 12

SELBY, WILLIAM SISSON, High st, Deptford, Olman Greenwich Pet May 7 Ord May 7

STURGES, GEORGE, Northampton, Shoe Manufacturer Northampton Pet May 10 Ord May 10

TAYLOR, THOMAS, Ambleside, Westmoreland, Clogger Kendal Pet May 12 Ord May 12

THOMPSON, HENRY, Essex rd, Islington, Provision Merchant High Court Pet April 7 Ord May 10

THORNTON, BERRY, Huddersfield, Joiner Huddersfield Pet May 11 Ord May 11

TISLEY, ALFRED, St Dunstan's in the West, Fleet st, Vestry Clerk High Court Pet May 3 Ord May 11

WEDGEBROW, THOMAS COTTRILL, Dudley, Worcester, Police Constable Dudley Pet May 8 Ord May 8

FIRST MEETINGS.

ABRAHAM, MAURICE, Sloane st, Knightsbridge, Furniture Dealer May 23 at 13 33, Carey st, Lincoln's inn

ATKINSON, ALFRED EDWARD, Orpington, Kent, out of business May 23 at 12 Bankruptcy bldgs, Lincoln's inn

BRADLEY, DAVID, Stroud, Tailor May 22 at 4 Imperial Hotel, Stroud

BROWN, JAMES, Stroud, Grocer May 22 at 2.30 Imperial Hotel, Stroud

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CAIN, THOMAS, Nottingham, Provision Dealer May 24 at 11 Off Rec, 1, High pavement, Nottingham
 CAMPBELL, A. D. Portsmouth, Captain of Connaught Rangers June 4 at 3 168, Queen st, Portsea
 CHALK, ALFRED, Platford, Wilts, Wood Dealer May 30 at 11.30 Off Rec, 4, East st, Southampton
 CHAMBLE, WILLIAM HENRY, Newport, Selop, Innkeeper May 26 at 11.30 County Court, Stafford
 COOPER, GEORGE, Hammersmith rd, Poulterer May 23 at 11 33, Carey st, Lincoln's inn
 CROOK, HENRY LANCE, Bournemouth, Auctioneer May 31 at 1 Inns of Court Hotel, High Holborn
 DAVIES, JOHN, Riddington, Notts, Plumber May 24 at 12 Off Rec, 1, High pavement, Nottingham
 DOUGLAS, THOMAS, Beadnell, Northumberland, Fisherman May 24 at 2.30 Off Rec, Pink lane, Newcastle on Tyne
 ELLIS, RICHARD PINCOMBE, Versailles rd, Anerley, out of business May 24 at 11 Bankruptcy bldg, Portugal st, Lincoln's inn
 EVANS, SAMUEL, Steynton, Pembrokehire, Farmer May 30 at 12 Temperance Hall, Pembroke Dock
 GERDES, JOHN, Bethnal Green rd, Gilder May 25 at 11 33, Carey st, Lincoln's inn
 HAMMOND, BENJAMIN, St Leonard's on Sea, Dental Surgeon May 22 at 2 County Court, Bank bldg, Hastings
 HARTLEY, ROBERT, Birstall, Yorks, Fish Dealer May 22 at 10.30 Off Rec, Bank chmbrs, Batley
 HASKELL, FRANK, Southampton, Musical Instrument Seller May 30 at 11 Off Rec, 4, East st, Southampton
 HOGAN, MARTIN, Pontypool, Mon, Painter May 25 at 12.30 Off Rec, 12, Tredgar pl, Newport, Mon
 HOLLE, ALFRED CHARLES, Golfe rd, Stanstead rd, Forest hill, Builder May 23 at 12 109, Victoria st, Westminster
 HOPKINS, JOHN, Neath, Saddler May 22 at 11.30 Castle Hotel, Neath
 HOSKING, WILLIAM JAMES, Orford st, Marlborough rd, Chelsea, Butcher May 24 at 12 33, Carey st, Lincoln's inn
 HUNTER, HENRY JOHN, Landport, Hampshire, China Dealer May 28 at 3.30 164, Queen st, Portsea
 LEVY, JANE, Pentonville rd, King's Cross, Clothier May 24 at 12 33, Carey st, Lincoln's inn
 MATTHEWS, JOHN REES, Bedwas, Mon, Farmer May 25 at 12 Off Rec, 12, Tredgar pl, Newport, Mon
 MOORHOUSE, EMMA, Stratford, Essex, Widow May 24 at 11 33, Carey st, Lincoln's inn
 MUNDY, JOHN, Petersfield, Hampshire, Mail Contractor May 29 at 3 166, Queen st, Portsea
 POYNTON, HENRY, Coventry, Designer May 26 at 11 Off Rec, 17, Hertford st, Coventry
 THORNTON, BERRY, Huddersfield, Joiner May 25 at 3 Haigh & Son, Solicitors, New st, Huddersfield
 TOWERS, ARTHUR WILSON, Nottingham, Publican May 25 at 12 Off Rec, 1, High pavement, Nottingham
 WARD, WILLIAM, and JOSEPH WARD, Boston, Lincolnshire, Brush Manufacturers May 23 at 12.50 Off Rec, 48, High st, Boston

The following amended notices are substituted for those published in the London Gazette of May 11.
 GREEN, JOHN, Birmingham, out of business May 30 at 10.30 County Court, Oldbury
 HILDER, GORHAM, West st, Gravesend, Corn Merchant May 23 at 11.30 Off Rec, High st, Rochester

ADJUDICATIONS.

ALDOUS, FRANCIS JAMES, Chelmsford, Livery Stable Keeper Chelmsford Pet April 17 Ord May 7
 BASKEVILLE, THOMAS, Knutsford, Cheshire, Bootmaker Manchester Pet May 12 Ord May 12
 CAIN, THOMAS, Nottingham, Provision Dealer Nottingham Pet April 23 Ord May 10
 CARR, THOMAS, Chapter terr, Walworth, out of work High Court Pet April 20 Ord May 10
 COLE, HERBERT, Sewdley st, Clapton High Court Pet March 22 Ord May 12
 COOPER, EDWARD ARTHUR, Chichester, Grocer Brighton Pet May 11 Ord May 11
 DOBSON, GEORGE, Leicester, Chemist Leicester Pet April 12 Ord May 10
 DOUGLAS, THOMAS, Beadnell, Northumberland, Fisherman Newcastle on Tyne Pet May 10 Ord May 10
 DREW, GEORGE WILLIAM, White Horse lane, Mile End, Greengrocer High Court Pet April 17 Ord May 10
 EDWARDS, JOHN, Brighton, China Dealer Brighton Pet May 11 Ord May 11
 FLETCHER, WILLIAM, Thornthwaite, nr Ripley, Corn Miller Northallerton Pet May 10 Ord May 10

GOBBY, HENRY, Hertford st, Hoxton, Upholsterer High Court Pet May 7 Ord May 10
 GUNN, CHARLES, Chalk Farm rd, Chalk Farm, Bedding Manufacturer High Court Pet May 8 Ord May 10
 GUPPY, ROBERT, Cheltenham, Picture Frame Maker Cheltenham Pet May 10 Ord May 12
 HEAP, SARAH ANN, Burnley, Watchmaker Burnley Pet May 12 Ord May 12
 HOGAN, MARTIN, Pontypool, Mon, Painter Newport, Mon Pet May 5 Ord May 10
 HOOVER, WILLIAM TAPSCOTT, Ventnor, I W, Tobaccoist Newport and Ryde Pet May 5 Ord May 10
 HOYLE, JOHN, Stainland, nr Halifax, Factory Operative Halifax Pet April 17 Ord May 11
 KIRBY, FRANCIS JOHN FORSELL, Ansty Frith, Leicester, Solicitor Leicester Pet April 14 Ord May 3
 KITCHING, JOHN, and RICHARD KITCHING, Bowness, Westmorland, Farmers Kendal Pet May 11 Ord May 12
 LEWIS, JOSEPH, and JOHN LEWIS, Spennymoor, Boot Dealers Durham Pet May 11 Ord May 11
 LYONS, J., Clipstone st, Fitzroy sq, Draper, &c. High Court Pet April 30 Ord May 11
 MARDON, EDWARD KENDAL EDMONDS, The Graig, nr Monmouth, Esq Newport, Mon Pet April 21 Ord May 11
 MARKS, S., Lauriston rd, South Hackney, Mattress Manufacturer High Court Pet March 13 Ord May 12
 MASON, WILLIAM AUGUSTUS, Stamford Bridge, Yorks, Brewer York Pet April 25 Ord May 11
 MAYES, HENRY WILLIAM, Union ct, Old Broad st, Commission Merchant High Court Pet April 24 Ord May 12
 MILLS, JOHN, Selston, Nottinghamshire, Licensed Victualler Derby Pet April 5 Ord May 11
 NORTH, CHARLES NIVEN MCINTYRE, Borough High st, Southwark, Architect High Court Pet April 10 Ord May 10
 NOTTINGHAM, WILLIAM, sen, Cambridge Mews, East Kilburn, Cab Proprietor High Court Pet April 12 Ord May 12
 PARKINSON, WILLIAM, Crawshawbooth, nr Rawtenstall, Lancashire, Cotton Manufacturer Blackburn Pet April 10 Ord May 7
 POYNTON, HENRY, Coventry, Designer Coventry Pet May 7 Ord May 12
 PRICE, FRANCIS FREDERICK COCKBURN, Norwich, Tobaccoist Norwich Pet April 24 Ord May 9
 PYCOCK, ROBERT WILLIAM, Leeds, Stone Merchant Leeds Pet May 10 Ord May 10
 RIDGE, JOHN, Chaddle, Grocer Stoke upon Trent Pet May 2 Ord May 11
 SMITH, ROBERT SKILLETER, Reading, Builder Reading Pet March 29 Ord May 11
 SOMERVELL, JAMES THOMPSON, and FREDERICK GEORGE LOWE, Tooley st, Southwark, Provision Agents High Court Pet March 20 Ord May 12
 STEVENSON, W. E., Albermarle st, Gent High Court Pet March 6 Ord May 12
 STURGES, GEORGE, Northampton, Shoe Manufacturer Northampton Pet May 8 Ord May 10
 TAYLOR, THOMAS, Ambleside, Westmorland, Clogger Kendal Pet May 11 Ord May 12
 THACKRAH, JOSEPH HENRY, Aldersgate st, Printer High Court Pet May 9 Ord May 10
 WADDINGTON, BEN COWPER, West Hartlepool, Plumber Sunderland Pet May 9 Ord May 9
 WALDEN, FREDERICK, Christchurch, Hampshire, Builder Poole Pet April 16 Ord May 12
 WEBB, ALFRED, Radipole, nr Weymouth, Musical Instrument Dealer Dorchester Pet May 7 Ord May 12
 WILLIAMS, JOHN, Liverpool, Clerk Liverpool Pet March 25 Ord May 12

SALE OF ENSUING WEEK.

May 25.—Messrs. BAKER & SONS, at the Mart, at 2 p.m., Freehold Residences and Building Estate (see advertisement, this week, p. 432).

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FIRE!! BURGLARS!! JOHN TANN'S

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MR. LEONARD H. WEST, LL.B.,
Solicitor (First Division and Honoursman,
Gold Medallist, &c.), PREPARES PUPILS Orally
and by Post for SOLICITORS' INTERMEDIATE
and FINAL, BAR and LL.B. EXAMINATIONS
(Pass and Honours).

RESULTS.

All pupils, except one, for the January Final Examination were successful, two obtaining Honours, including the NEW INN PRIZE; all for the Intermediate and all, except one, for the LL.B. Examinations. Of 8 Postal pupils 7 were successful—Commercial-buildings, Leeds.

IF you want Money without Fees—amounts £10 to £1,000—before applying elsewhere see Mr. O. CHUBB, personally if possible, 43, Great Tower-street.

EDE AND SON,

ROBE  MAKERS,

BY SPECIAL APPOINTMENT,
To Her Majesty, the Lord Chancellor, the Whole of
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HONES FOR QUEEN'S COUNSEL AND BARRISTERS.

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Law Wigs and Gowns for Registrars, Town Clerks,
and Clerks of the Peace.

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ESTABLISHED 1869.

94 CHANCERY LANE, LONDON.

MR. H. S. BOWEN, B.A., LL.B. (First-
class Honours in Common Law and Equity,
London University, 1883). Author of "Outlines of
Specific Performance." PREPARES for the Bar
and Solicitors' EXAMINATIONS and London Law
Degrees.—Address, 4, Stone-buildings, Lincoln's-
inn, W.C.

RESULTS IN 1887.

Solicitors' Final.—20 sent up, 18 passed.
ALL sent up for Solicitors' Preliminary, Inter-
mediate, and Intermediate LL.B., passed.
Bar Exam., Hilary, 1888.—4 sent up, 4 passed.
Easter—5 sent up, 5 passed.

TO SOLICITORS REMOVING.—High-
class professional Chambers to Let at 63, Lin-
coln's-inn-fields, an absolutely fire-proof, sanitary,
and well-lighted building; strong rooms, hydraulic
safety lift, warmed corridors, speaking tubes, hall
porter, and resident housekeeper; may be viewed at
any time.

London Gazette.

Advertisements can be received at these Offices
for the current Gazette without Expedition Fees
until 1.15 p.m. on
Mondays and Thursdays.

GOVERNMENT EXPEDITION FEES (ON LATE ADVERTISEMENTS).

Mondays and Thursdays ... to 4.15 p.m. 5s.
Tuesdays and Fridays 11.15 a.m. 10s.
" " " " " 1.15 p.m. 20s.

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"London Gazette" and General Advertising
Contractors.

44, CHANCERY LANE, W.C.

(Opposite Lincoln's Inn Gateway).

ESTABLISHED BY THE LATE GEO. REYNELL IN 1812.

CONVERSION OF CONSOLS.—We
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Florida, netting 7½ per cent. to 8 per cent.—Full par-
ticulars on application. MORRISON, STAPFELTON, & CO.,
Leedsbury, Florida, U.S.A. Bankers. Correspond-
ents: Bank of Manhattan, Co. New York, and Messrs.
Melville, Evans, & Co., 75, Lombard-street, London.

EXCHANGE.—Small Freehold Manor of
200 acres, close to Tunbridge Wells, will be ex-
changed for good House Property near London, and
balance in value paid if needed.—Address, F.,
Cambrian House, West Norwood.

KENSINGTON.

By order of the Executors of R. A. Cosier, Esq., deceased.—Valuable Stable, situate No. 19, Drayson-mews, Holland-street, comprising five stalls and a loose box, coach-house, harness room, and accommodation for coachman. Held by lease for 55 years from Christmas, 1871, at a ground-rent of £7 10s. per annum. With early possession.

MESSRS. FAREBROTHER, ELLIS, CLARK, & CO. will offer for SALE by AUCTION, at the MART, E.C., on WEDNESDAY, 26th JUNE, 1888, at TWO o'clock, the above LEASEHOLD STABLE.

May be viewed, and particulars had of Messrs. Baker, Forder, & Upperton, Solicitors, 14, Lincoln's-inn-fields, W.C.; at the Mart, E.C.; and of Messrs. Farebrother, Ellis, Clark, & Co., 29, Fleet-street, Temple-bar, and 18, Old Broad-street, E.C.

TWICKENHAM.

By order of the Mortgagee, St. Margaret's.—Long Leasehold Investments, in three conveniently-arranged houses, being Nos. 1, 3, and 7, Claremont-road, a few minutes' walk from the station, of pleasing elevation, double-fronted with square bays, and having small gardens. Held for 99 years from 1881, at £10 per house, and let at inadequate rents of £40 each per annum.

MESSRS. FAREBROTHER, ELLIS, CLARK, & CO. will offer for SALE by AUCTION, at the MART, Tokenhouse-yard, E.C., on WEDNESDAY, 26th JUNE, at TWO o'clock, in Three Lots, the above LEASEHOLDS.

Particulars of Messrs. Lanston & Son, Solicitors, 37, Queen Victoria-street, E.C.; at the Mart; and of Messrs. Farebrother, Ellis, Clark, & Co., 29, Fleet-street, Temple-bar, and 18, Old Broad-street, E.C.

CITY OF LONDON.

By order of the Trustee.—A highly valuable, well-secured Freehold Ground-rent of £250 per annum, arising out of the warehouse premises situate No. 275, Upper Thames-street. They are situate at the corner of Bennett's-hill, to which and Upper Thames-street they occupy an important frontage, and comprise a most substantial building of basement, ground, and three upper floors, rebuilt in conjunction with Messrs. Rowson, Drew, & Co.'s extensive adjoining property, and leased to them for 50 years from 1857.

MESSRS. FAREBROTHER, ELLIS, CLARK, & CO. will offer for SALE by AUCTION, at the MART, Tokenhouse-yard, E.C., on WEDNESDAY, 26th JUNE, 1888, at TWO o'clock, the above thoroughly-secured FREEHOLD GROUND-RENT, including the reversion expectant in about 64 years.

Particulars and conditions of sale may be obtained of Messrs. Clayton, Sons, & Fergus, Solicitors, 10, Lancaster-place, Strand, W.C.; at the Mart, E.C.; and of Messrs. Farebrother, Ellis, Clark, & Co., 29, Fleet-street, Temple-bar, and 18, Old Broad-street, E.C.

ISLINGTON.

Close to the Angel and City-road.—Valuable Freehold Ground-rent, with reversion to rack rents, in 38 years, of £1,500 per annum.

MESSRS. DENT & DALLAS will offer for SALE, at the MART, Tokenhouse-yard, on FRIDAY, JUNE 1, at TWO o'clock precisely, in Lots, as follows:—

No.	Ground-Rent.	Property.	Reversion to Rack Rents.	Estimated Rack Rents.
1	£45 0 0	Nos. 17, 18, 19, Vincent-terrace	38 years	£142 0 0
2	24 0 0	Nos. 20, 21, 22, 23, Vincent-terrace	Do.	190 0 0
3	18 0 0	Nos. 13, 13a, 14, 15, Gordon-street	Do.	120 0 0
4	18 0 0	Nos. 16, 17, 18, Gordon-street	Do.	102 0 0
5	Pepper-corn.	Fully-licensed Corner Public-house, known as the Prince of Wales, Sudely-street and Nos. 135 and 137, Graham-street, adjoining	Do.	200 0 0
6	5 0 0	No. 1, Sudely-street	Do.	34 0 0
7	25 0 0	Nos. 2, 3, 4, 5, 6, Sudely-street	Do.	170 0 0
8	5 0 0	No. 8, Sudely-street	Do.	34 0 0
9	9 6 0	Nos. 9 and 10, Sudely-street	Do.	68 0 0
10	10 0 0	Nos. 11 and 12, Sudely-street	Do.	68 0 0
11	5 0 0	No. 12, Sudely-street	Do.	34 0 0
12	5 0 0	No. 14, Sudely-street	Do.	34 0 0
13	5 0 0	No. 15, Sudely-street	Do.	34 0 0
14	5 0 0	No. 20, Sudely-street	Do.	34 0 0
15	5 0 0	No. 30, Sudely-street	Do.	34 0 0
16	24 0 0	Nos. 31, 32, 33, 34, Sudely-street	Do.	195 0 0
17	5 0 0	No. 35, Sudely-street	Do.	34 0 0
18	5 0 0	No. 36, Sudely-street	Do.	34 0 0
	£191 6 0			£1,502 0 0

Particulars, with plans and conditions of sale, to be obtained at the Prince of Wales Public-house, Sudely-street, Islington; at the Auction Mart; of Messrs. Ford, Lloyd, Bartlett, & Michelmore, Solicitors, 4, Bloomsbury-square, W.C.; and of the Auctioneers, 34, Great James-street, Bedford-row, W.C.

Telephone No. 1,009. Telegraphic address, "Akaber, London."—Sales for the Year 1888.

MESSRS. BAKER & SONS beg to announce that their SALES OF LANDED ESTATES, Investments, Town, Suburban, and Country Houses, Business Premises, Building Land, Ground-Rents, Reversions, Shares, and other Properties, will be held at the Mart, Tokenhouse-yard, E.C., as follows:—

Friday, May 25	Friday, July 20	Friday, Oct 12
Friday, June 8	Friday, Aug 3	Friday, Oct 26
Friday, June 22	Friday, Aug 24	Friday, Nov 16
Friday, June 29	Friday, Sept 7	Friday, Nov 30
Friday, July 13	Friday, Sept 21	Friday, Dec 14

Auctions can be held on days besides those above specified.—No. 11, Queen Victoria-street, E.C.

WEST KENSINGTON.

Freehold Residences, let on repairing leases.

MESSRS. BAKER & SONS will sell by AUCTION, at the MART, E.C., on FRIDAY, MAY 25, at TWO, in Three Lots, three FREEHOLD Queen Anne red-brick RESIDENCES, known as Inglethorpe, Vanbrugh, and Fairholme, Chaloners-street, Baron's Court, West Kensington (two minutes from West Kensington Station of District Railway), substantially built, with every modern improvement, and all let on repairing leases at £25, £30, and £40 (rising to £100) per annum, and offering excellent investments.

Particulars of Messrs. Billingshurst, Wood, & Pope, Solicitors, 7, Bucklersbury, E.C., and of the Auctioneers, 11, Queen Victoria-street, E.C.

BRONDSBURY.

Excellent detached Family Residence, let on repairing lease at £55 per annum.

MESSRS. BAKER & SONS will sell by AUCTION, at the MART, on FRIDAY, MAY 25, at TWO, the well-built RESIDENCE known as Ingleton, pleasantly situate on the Brondesbury Park Estate, Willesden-lane, seven minutes from Brondesbury station, London and Metropolitan Railways. It contains three reception and eight bed rooms, ample offices, and gardens. Let to a good tenant on repairing lease, at £55 per annum. Leasehold for 91 years unexpired, at a ground-rent of £14 per annum.

Particulars of J. D. Gover, Esq., Solicitor, 10, Walbrook, E.C.; and of the Auctioneers, 11, Queen Victoria-street, E.C.

HARLESDEAN, MIDDLESEX.

By order of the Mortgagee.—Valuable Freehold Building Estate of 13 acres.

MESSRS. BAKER & SONS will sell by AUCTION, at the MART, E.C., on FRIDAY, MAY 25, at TWO, the FORTUNE-GATE ESTATE, most eligible situate in the main Harrow-road, Harlesdean, five minutes from Willesden Junction, comprising 12 acres of highly valuable freehold building land, having extensive frontages to the main Harrow-road and other roads. The estate is one of the few uncovered sites in this favourite suburb, fully ripe for development, and is well worth the attention of land companies and others as offering a remunerative and lucrative investment, from which large profits can be immediately realized by creation of ground-rents or re-selling in plots. The adjoining estates have been most successfully developed, and a large number of good-class houses erected thereon, which readily let. There is a complete system of main drainage on the estate.

Particulars, plans, and conditions of Messrs. Philpott & Calloway, Solicitors, Cranbrook, Kent, and of the Auctioneers, 11, Queen Victoria-street, E.C.

MIDDLESEX.

White Webb's-park, Enfield.—A very choice Freehold Residential Estate, situate in a favourite locality, within two minutes' walk from the Great Eastern and Great Northern Railways, affording excellent train service, and only 14 miles from the City of London. The estate comprises a total area of about 250 acres, of which 120 acres are grass, about 30 arable, and the remainder wood plantations, &c., forming excellent coverts for the preservation of game. It includes a substantially-built family mansion, in perfect order, approached by two large entrances through a grandly timbered park, surrounded by charming pleasure grounds, shrubberies, and ornamental woods. The stabling, coach-houses, farmery, cottages, and other offices, and kitchen gardens are well arranged and conveniently placed.

MESSRS. BEADEL & CO. are instructed by the Trustees of the late Henry Cox Wilkin-son, Esq., to sell by AUCTION, at the MART, Tokenhouse-yard, London, E.C., on THURSDAY, JUNE 7, 1888, at ONE o'clock precisely (unless an acceptable offer be previously made by private contract), the above valuable PROPERTY.

Particulars, with plans and conditions of sale, may be obtained of Messrs. Collyer-Bristow, Withers, Russell, & Hill, Solicitors, 4, Bedford-row, London, W.C.; at the Mart; and, with orders to view, of Messrs. Beadel & Co., 97, Gresham-street, London, E.C.

BATH.—First-class Ground Rents.

MESSRS. POWELL & POWELL will sell by AUCTION at the CITY AUCTION MART, Quiet-street, Bath, on TUESDAY, the 29th MAY, 1888, at THREE o'clock p.m. precisely, well-secured GROUND RENTS to the amount of £495 per annum. In about Eighty Lots. Detailed particulars may be obtained of the Auctioneers, No. 8, Union-street, Bath; Spackman & Son, Terrace-walk, Bath; or of Stone, King, & Co., Solicitors, Bath.

SALES BY AUCTION FOR THE YEAR 1888.

MESSRS. DEBENHAM, TEWSON, FARMER, & BRIDGEWATER beg to announce that their SALES OF LANDED ESTATES, Investments, Town, Suburban, and Country Houses, Business Premises, Building Land, Ground-rents, Advowsons, Reversions, Stocks, Shares, and other Properties, will be held at the Auction Mart, Tokenhouse-yard, near the Bank of England, in the City of London, as follows:—

Tues., May 29	Tues., July 10	Tues., Aug 23
Tues., June 5	Tues., July 17	Tues., Oct 9
Tues., June 12	Tues., July 24	Tues., Oct 23
Tues., June 19	Tues., July 31	Tues., Nov 6
Tues., June 26	Tues., Aug 7	Tues., Nov 20
Tues., July 3	Tues., Aug 14	Tues., Dec 11
	Tues., Aug 21	

Auctions can also be held on other days. In order to insure proper publicity, due notice should be given. The period between such notice and the proposed auction must considerably depend upon the nature of the property to be sold. A printed scale of terms can be had at 80, Cheapside, or will be forwarded. Telephone No. 1,503.

MESSRS. DEBENHAM, TEWSON, FARMER, & BRIDGEWATER'S LIST OF ESTATES AND HOUSES TO BE SOLD OR LET, including Landed Estates, Town and Country Residences, Hunting and Shooting Quarters, Farms, Ground Rents, Rent Charges, House Property and Investments generally, is published on the first day of each month, and may be obtained, free of charge, at their offices, 80, Cheapside, E.C., or will be sent by post in return for three stamps.—Particulars for insertion should be received not later than four days previous to the end of the preceding month.

1884. E., No. 351. In the High Court of Justice, Chancery Division, Mr. Justice North.—In the Matter of the Advowson of the Rectory of Ellough, &c., and in the Matter of the Settled Land Act, 1882.

MR. JAMES ROBERT CASSELL (of the firm of Messrs. Fuller, Horsey, Sons, & Cassell) will sell by AUCTION, with the approval of Mr. Justice North, at the MART, Tokenhouse-yard, London, E.C., on WEDNESDAY, MAY 24, at TWO o'clock precisely, the ADVOWSON OF THE RECTORY OF ELLOUGH, Suffolk, of the net value of about £300 per annum. The population of the parish is about 163 persons; the parish covers an area of about 1,500 acres, and the age of the present incumbent is 36 years.

Particulars and conditions of sale may be had of Messrs. Troutbeck & Barnes, Solicitors, 6, Westminster-chambers, S.W.; at the Mart; and of Messrs. Fuller, Horsey, Sons, & Cassell, 11, Billiter-square, London, E.C.

HYDE PARK.

No. 10, Sussex-gardens.—At a low reserve.—By order of the Trustees, re Sangster, deceased.—Sound investment, calculated to pay 7 per cent. First-class Town Residence, situated at the corner of Talbot-square, only three minutes' walk from Paddington Station.

MESSRS. FULLER & FULLER are instructed to sell by AUCTION, at the MART, Tokenhouse-yard, City, on THURSDAY, MAY 31, at TWO, the above well-built, long LEASEHOLD RESIDENCE, which contains two spacious drawing rooms, large dining room, library, conservatory, commodious nurseries, seven principal and secondary bed rooms, dressing room, ample servants' accommodation, and offices. The property is held for 99 years from Michaelmas, 1850, at £25 per annum, and let on lease for 21 years, from 1881, at £20 for the first seven years, and £210 per annum after Michaelmas next to end of term.

Particulars may be had of Messrs. Crossman & Prichard, Solicitors, 16, Theobald's-road, W.C.; of W. W. Gabriel, Esq., Solicitor, 43, Lincoln's-inn-fields; or of the Auctioneers, 70, Queen-street, Cheapside, E.C.

BARRISTERS and Others Seeking CHAMBERS close to the Law Courts.—A splendid Suite of two, three, or five rooms to be let, in a fine Building quite near the Law Courts, and adjoining the Chancery-lane Safe Deposit. Lighted by electric light and every convenience; moderate rent.—Apply at the Collector's Office, in the Hall of 63 and 64, Chancery-lane.

OFFICES in BEDFORD-ROW.—Ground floor (four good rooms and strong room).—Apply to E. BROMLEY, 43, Bedford-row, London, W.C.

OFFICES to be LET.—Some splendid Rooms in a fine building close to the Law Courts, the Patent Office, and the Chancery-lane Safe Deposit; lighted by electric light, and with every convenience; moderate rent; well suited for a solicitor, law stationer, or patent agent.—Apply at the Collector's Office, in the Hall of 63 and 64, Chancery-lane.

OFFICES and CHAMBERS.—Lobby and Well-lighted Offices and Chambers to be let at Lonsdale Chambers, No. 27, Chancery-lane (opposite the New Law Courts). Also large, well-furnished Rooms for Meetings, Arbitrations, &c.—Apply to Messrs. LAUNY & Co., Chartered Accountants, on the premises.

LIGHT OFFICES to be let close to the Bank of England; 2 rooms on the Second Floor and a suite of 3 rooms on the Third Floor at very low rentals.—Apply to S. WALKER & RUSTE, 22, Moorgate-street, E.C.

